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## The Solicitors' Journal and Reporter.

LONDON, MAY 21, 1892.

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## CURRENT TOPICS.

MR. JUSTICE VAUGHAN WILLIAMS commences his sittings for winding-up business on Saturday, the 21st inst.

MR. JUSTICE COLLINS will act as Vacation Judge from Saturday, the 4th of June, to Monday, the 13th of June, both days inclusive. The usual notice as to business in the Whitsun Vacation will be found in another column.

THURSDAY NEXT, the 26th inst., is the day appointed to be kept as the Queen's birthday, and, although nothing authoritative has been stated on the subject, it is expected that none of the judges will sit on that day.

A LIST of the actions newly transferred to Mr. Justice ROMER, in the order in which they will be heard, is being prepared, and will appear next week in ample time to give warning to those interested.

IN ANOTHER COLUMN will be found the order of the 12th inst. for the transfer of 150 actions to Mr. Justice ROMER for the purpose only of hearing or of trial. It is announced that these actions will be taken, in their order of entry, after Mr. Justice ROMER has disposed of his present list. As the actions remaining unheard number about thirty, it is not probable that the new transfer will be entered upon in the present sittings.

SOME TIME AGO we remember to have seen in a daily paper an announcement that it was proposed to move the insertion in the Small Holdings Bill of provisions applying the Land Transfer Act, 1875, to the holdings contemplated by the Bill, and that the authorities of the Land Registry Office were favourable to the proposal. We thought we understood the "pilot" process which was likely to be adopted, and our expectation has been fulfilled. Mr. RATHBONE on the 13th inst., after all the clauses of the Bill had been agreed to in committee, moved that a new clause be inserted after clause 5 providing in detail for a system of registration of small holdings and for applying the provisions of the Land Transfer Act, 1875, with respect to district registries in such manner as the Lord Chancellor, with the concurrence of the Treasury, might think expedient. The clause was read a second time, apparently without discussion. But on this occasion the

Land Registry authorities had not got a "skilful pilot" at the helm. He appears to have been subsequently seized with qualms about his proposal, and knew so little about it that he actually asked whether "a proprietor would be obliged to go to London or to employ a lawyer in order to register and transfer his title, and whether successive owners would be obliged to register their titles." The scheme seems to have been, at first, for the county council to keep the local register at its own cost—a truly delightful arrangement for the Land Registry; but we do not quite understand, in relation to this, the new clause stated to have been subsequently added to the Bill upon the motion of Mr. CURR, whereby a duty was imposed upon the county council, instead of executing a conveyance of a small holding to a purchaser, to apply for his registration as proprietor thereof under the *Land Transfer Act, 1875*; and in such registration are to be included only such incumbrances upon the land as are specified in the application. It would appear that the ultimate intention is that the county council shall not keep the register, but shall be the applicants for registration of such small properties, and that all the fees payable to the Land Registry for such registration shall be paid by the county council—i.e., by the ratepayers of the county. We hope, if this is the case, that some member will, on the report, draw attention to this serious increase of local taxation, probably agreed to without the least knowledge on the part of the members present of what they were doing. We trust also that, when the Bill is reprinted, the Council of the Incorporated Law Society will devote some attention to the new clauses hurried into it at the last moment.

OUR READERS will, perhaps, be interested to see the following conditions which have been issued by a municipal corporation with reference to the appointment of a prosecuting solicitor for their borough:—"The office shall be filled by a duly qualified solicitor. The appointment shall continue for one year, from the 18th day of June, 1892, to the 17th day of June, 1893, both inclusive. The salary to be paid for such period is £50, payable in four equal quarterly payments of £12 10s. on the usual quarter days. The gentleman appointed will be required to conduct all criminal prosecutions, whether in general or quarter sessions, at the borough session court, and will also be required to furnish the clerk of the peace with all such information in connection with such prosecutions, indictments, and other matters as he may require and deem necessary in the discharge of the duties of his office. The duties will also include the conduct of all prosecutions by the police, the corporation, the urban sanitary authority, and the port sanitary authority of the borough in the borough police court, and also all such other prosecutions, causes, and matters whatsoever which the town clerk may require. All fines, fees, and other allowances whatsoever which shall be received by the gentleman appointed, or to which he shall be entitled as such prosecuting solicitor, or otherwise on account of his office or the causes or matters appertaining thereto, shall be handed over to the borough treasurer within twenty-four hours after the receipt thereof respectively." The borough in question has a population of over 130,000 inhabitants, and it seems pretty evident that the duties thus mapped out—and we are informed they include county court work also—will occupy the whole time of the gentleman who is appointed. To get them performed for £50 a year may seem to the corporation an excellent piece of economy; but economy of this kind is compatible neither with efficiency—about which it is to be presumed the corporation have some care—nor with the dignity of the borough, as to which it is clear they have none. It is somewhat late in the day to have to point out that the only true economy is to pay the proper value for services rendered, and £50 a year can hardly be supposed to be the proper value in a case like this.

THE JUDGMENT of the Court of Appeal in *Hanbury v. Hanbury* makes it possible to define almost completely the legal relations of insanity and divorce. First we have the doctrine of *Mordaunt v. Moncrieffe* (2 Sc. & Div. App. 371) that supervening insanity is no bar to divorce proceedings against a lunatic wife. Then in *Baker v. Baker* (L. R. 6 P. D. 12) this rule is extended

to the case of a lunatic petitioner as well as of a lunatic respondent. These two cases settle the adjective law. Then in the present year *Jarrow v. Jarrow* (1892, P. 92) and *Hanbury v. Hanbury* put the substantive law practically on the following basis:—Unsoundness of mind is a defence to a petition for divorce when, but only when, it is (a) permanent and (semble) (b) of such a character as to have prevented the respondent from knowing the nature and quality of his act within the meaning of the rules in *Macnaghten's case* (1843, 10 Cl. & Fin. 200). The wider and more difficult problem—what is the meaning of the rules in *Macnaghten's case*?—still, however, remains unsolved. Indeed, the present judicial attitude towards "the law laid down by the House of Lords after the acquittal of MACNAGHTEN" reminds us of the attitude of the holy fathers of Portroyal to the mediæval doctrine of "proximate power" immortalized by PASCAL in the Provincial Letters. We have the same unswerving adherence to the terms of the official creed, and the same resolute disinclination to define them. The question at issue, so far as the mere statement of it goes, is, however, tolerably intelligible, and it is one that English law will ere long have to answer. According to the *ipsissima verba* of the rules in *Macnaghten's case*, a person accused of a crime is not responsible if he did not "know the nature and quality of his act" at the critical period. May not a strong criminal impulse arising from mental disease produce such a perturbation of the mental faculties as to bring its victim clearly within the exemption clause in the rules? Sir JAMES STEPHEN contended, while he was at the bar, and held after his promotion to the bench, that it may. Other judges apparently hold a contrary opinion. Which is to be the authoritative interpretation? If ignorance of the law is to excuse no man, the law ought to be capable of being known.

COUNTY COURT JUDGES (says a correspondent), in the exercise of their bankruptcy jurisdiction, are in the habit of refusing to issue a judgment summons against a partner in a firm on a judgment of the High Court against the firm in the firm name. This practice appears to prevail in most, if not all, of the county courts, and the same difficulty is raised where the High Court judgment is against an individual trading as a firm or under a name or style other than his own name. Considerable inconvenience is occasioned by this refusal of the county court judges to adapt their practice to meet that of the High Court in respect of actions against firms, and, seeing that in the Bankruptcy Division of the High Court no such difficulty exists, some information on the subject is desirable. Under R. S. C., ord. 48a, a firm may be sued to judgment in the firm name, and afterwards execution may, subject to specific requirements, issue against the individual partners. The individual partners are, in fact, the judgment debtors, and their private goods are liable to execution as well as the goods of the firm. Under section 5 of the Debtors Act, 1869, a judgment creditor may apply to a judge for an order to pay by instalments, and if the judge is satisfied that the debtor has, or has had, sufficient means to obey it, such an order may be made. This order is obtained on a judgment summons, which, in the High Court, can only be issued by leave of the judge sitting in bankruptcy (Bankruptcy Rules, 1886, r. 356), but which, in the county court, may issue without leave by the court within the district of which the debtor dwells or carries on business (County Court Rules, 1889, ord. 25, r. 13). One would have supposed that the practice of issuing these judgment summonses in the county courts would have been regulated as far as possible by the practice laid down by the judge who controls the issue of these summonses in the High Court. There is a special reason for such an expectation in this case, because the judge of the High Court acts under the County Court Rules, which, by rule 361 of the Bankruptcy Rules, 1886, are made to govern the practice of the High Court as to committal of judgment debtors. Let us see, therefore, what is the practice of the Judge of the High Court in Bankruptcy as to issuing a judgment summons on a judgment of the Queen's Bench Division against a firm or against an individual trading as a firm. The judgment is against "B. & Co.," and the plaintiff takes a duly-authenticated office copy of it to the Bankruptcy Office, where he fills up a request for a judgment



summons against "C., trading as B. & Co.," or against "C., a partner in the firm of B. & Co.," as the case may be. He must, of course, be in a position to shew that "C." is liable to execution under R. S. C., ord. 48a, r. 8, but otherwise no difficulty is placed in his way in consequence of the action having been brought, and the judgment having been entered, against the firm in the firm name. Why is the county court practice opposed to this? The plaintiff is, in cases within the bankruptcy jurisdiction of the county court, entitled to the same rights and under precisely the same authority as in other cases he would be entitled to in the Bankruptcy Division of the High Court. But when he goes to a county court for a judgment summons on a judgment against a firm he is met with the objection that such a summons cannot be issued because the action has been brought against a firm, and not against the individual partners. It frequently happens that the only possible remedy open to a plaintiff is that by judgment summons and committal, and before he can so enforce his High Court judgment—on which he has already issued execution against the individual partner—in a county court, he is put to the expense of amending the whole proceedings from writ to judgment. The only apparent authority for this refusal of the county court authorities to issue a judgment summons against individual partners on a judgment against the firm is contained in the form of summons in the Appendix to the County Court Rules, 1889 (No. 53). That form runs thus: "A. B., &c., plaintiff, and C. D., defendant," and is addressed throughout to "you," being, in fact, drawn to meet the ordinary case of an action against an individual. But that is the same form on which the judge of the High Court has to act, being part of "the County Court Rules for the time being in force as to committal, &c." (see Bankruptcy Rules, 1886, r. 361). If it is no bar to his issuing a judgment summons against a partner in a judgment debtor firm, why is it a bar to the county courts' doing the same thing?

IT WOULD APPEAR that "clinkers" belong to that class of possessions of which the possessors are only too anxious to divest themselves. They have been the subject of legal proceedings on more than one recent occasion, but the question upon which the litigants were unable to agree was, not as to which had a right to retain the property, but which of them was legally bound to get rid of it. And the question at issue, which is really one of some practical importance in these days of large artificially-heated buildings, is left in some doubt by the decisions of the courts in *The Vestry of St. Martin v. Gordon* (39 W. R. 295; 1891, 1 Q. B. 61) and *The London and Provincial Laundry Co. v. The Willesden Local Board* (reported in another column). The former case was a judgment of the Court of Appeal, and it decided that clinkers produced by furnaces which were used for heating and other purposes in connection with the business of a large hotel were not "refuse of trade, manufacture, or business" within the meaning of the Metropolitan Management Act, 1855, s. 128, and that the vestry, as scavengers, were bound to remove them without charge. The judges of that court, in the course of their judgments, made attempts in the direction of definitions or illustrations of "trade refuse." Lord Esher, M.R., taking as an instance the case of *MARSHALL & SNELGROVE'S* drapery establishment, said "the trade of such a firm is to sell stuffs and articles of wearing apparel, and if in the course of their business there are cuttings of stuff left, these might be refuse of their trade, but not ashes from the fireplaces in their rooms"; and *LOPES, L.J.*, said that such refuse was "what is discarded after the rest has been utilized for the purpose of working the trade, manufacture, or business, . . . not a refuse which . . . is only increased in quantity by reason of the trade, manufacture, or business." The case which has just been decided related to a large steam laundry, and the clinkers were produced by the furnaces used for heating the water and warming the building. The judges (*DAY and CHARLES, J.J.*) have decided, in accordance, if we may respectfully say so, with the dictates of common sense, that these clinkers are not house refuse within the meaning of section 42 of the Public Health Act, 1875, and that the local board is not bound to remove them. And yet, if the illustration of the

Master of the Rolls in the former case were to be applied to the case of the laundry, it would seem that the only trade refuse produced in a laundry would be the soap-suds. But it was not necessary in this case to decide whether or not the clinkers were trade refuse; it was sufficient if they were not house refuse, and it seemed more than doubtful whether the laundry came within the definition of a house in section 4 of the Public Health Act, 1875. The result of the two cases is that the line between "trade refuse" and "house refuse" is to be sought somewhere between clinkers produced in a hotel and the same product when it arises in a laundry.

IT SEEMS clear that the terms of section 2 of the Infants' Relief Act, 1874, are wide enough to invalidate such an arrangement as that which it was sought to support in *Smith v. King* (*ante*, p. 489). According to the section no action is to be brought "whereby to charge any person upon any promise made after full age to pay any debt contracted during infancy, or upon any ratification made after full age of any promise or contract made during infancy, whether there shall or shall not be any new consideration for such promise or ratification after full age." In the above case the defendant, when an infant, had incurred a debt of £547. After he had come of age an action was brought to recover this sum, and was compromised upon the terms that the defendant should give a bill for £100. The bill was subsequently indorsed over for value to the plaintiff in the present action, who took it with knowledge of the circumstances, and so was placed in the same position as the original holder. In his favour it was urged that the first action might have been prejudicial to the defendant, and that, therefore, the compromise formed a good consideration for the bill, and had nothing to do with the plea of infancy. The compromise, so it was said, was an entirely new contract. In general, of course, a compromise forms a good consideration, and it is for the parties to estimate the value of the claims they admit or give up, and if it had been impossible to go behind the compromise the action would perhaps have been maintainable. But it was settled by *Ex parte Kibble* (23 W. R. 433, L. R. 10 Ch. 373) that the court would go behind a judgment in order to inquire whether it had really been obtained in respect of a debt contracted during infancy, and it is certainly as easy to do this in respect of a compromise. The giving of the bill amounted, indeed, to no more than a promise to pay part of the original debt, and even if the compromise could be regarded, under the circumstances, as supported by consideration, the express words of the statute—"whether there shall or shall not be any new consideration"—deprived it of any effect. If an arrangement of this kind could be supported it would frequently be an easy matter to evade the Act.

THE CASE of *Kelly v. Rogers* (*ante*, p. 485) adds one more to the numerous authorities on the effect of the ordinary covenant for quiet enjoyment contained in a lease. According to this the lessor covenants that the lessee shall peaceably and quietly hold and enjoy the demised premises without any interruption by the lessor or any persons claiming under him. It is an established principle that the covenant is not broken by the tortious acts of those claiming under the lessor, though probably it covers all acts done by the lessor himself by which the lessee's quiet possession is, in fact, interrupted. But it does not extend to all acts or omissions of the lessor which have such interruption for their ultimate result, and in particular it does not cover interruptions by persons claiming against the lessor. In *Stanley v. Hayes* (3 Q. B. 105) the lessee had entered under the lease, and then there was a seizure of goods on the premises by the collector of land tax for arrears due from the lessor before the demise. It was held that this constituted no breach of the covenant, the interruption not being by the lessor or any person claiming under him. The claim for land tax was not made under the lessor, but by title paramount to any right which he had in the land, and the judgment gave no countenance to the notion that the interruption was really by him because it was the result of his default. In *Kelly v. Rogers* the circumstances were very similar. The defendant was the lessee of houses for

a term of ninety-nine years. He granted a sub-lease of the premises to the predecessor in title of the plaintiff, and gave a covenant for quiet enjoyment. Subsequently the head lessor entered for breach of a covenant to repair contained in the original lease. The Court of Appeal held, upon the authority of *Stanley v. Hayes*, which they approved, that the interruption was not by the defendant within the meaning of the covenant, and therefore he was not liable. In a sense, of course, the interruption was due to him; but the covenant does not say anything about the default of the lessor, and there appears to be no reason why such an extension of it should be made in favour of the lessee.

LIKE AN esteemed correspondent, whose letter will be found elsewhere, we were rather surprised by the decision of the Court of Appeal in *Hogarth v. Jennings* (ante, p. 485), that the managing director of a company cannot personally levy a distress for rent due to the company unless he has a special or general certificate under the hand of a county court judge authorizing him "to act as a bailiff." With submission, we venture to think that the question does not turn, as the court seems to have considered it did, on the rules as to one joint tenant or tenant in common who distrains having to avow in his own right and as bailiff to the others. The company is the landlord, not the individual members of the company. The corporation aggregate cannot personally distrain, but by the Companies Act, 1862, and the articles of association the company are represented by the directors, and we presume that in the present case the directors were authorized by the articles to depute their powers to the managing director. The directors, or, in case they depute their powers, the managing director, are or is the only persons or person competent to appoint a bailiff to distrain on behalf of the company, and therefore for this purpose stand in the position of landlord. The person entitled to appoint a bailiff, instead of doing so, distrains personally; how can he be fairly said to "act as a bailiff" within section 7 of the Law of Distress Amendment Act, 1888?

MR. JUSTICE KEKEWICH very naturally refused to accede to the suggestion pressed upon him in *Griffiths v. Hughes* (reported elsewhere), that the words "in writing" in section 6 of the Trustee Act, 1888, apply to "instigation" and "request" as well as to "consent." The provision of the section is that, where a trustee shall have committed a breach of trust "at the instigation or request or with the consent in writing" of a beneficiary, the court may make an order impounding all or any part of the interest of the beneficiary by way of indemnity to the trustee. Taking these words as an ordinary reader would understand them, it seems fairly clear that the phrase "consent in writing" stands by itself, and that "instigation" and "request" are not affected by it. But when it is remembered that it is of ordinary occurrence in documents relating to trustees and *certain que trust*, while "instigation" certainly, if not "request," naturally refers to conduct generally rather than to definite incitement by writing, it becomes evident that the construction contended for is untenable. Moreover, it is inconsistent with the general design of the section, which it would rob of much of its utility. In cases of instigation or request the beneficiary is the active party, and his conduct should be quite sufficient to saddle him with the consequences of the breach of trust. "Consent in writing," on the other hand, seems to imply that the suggestion comes from the trustee, and here there is good reason for requiring a guarantee that the consent has been deliberately given.

IT IS SOMETIMES difficult to determine in what county court district an admiralty action should be commenced. In the recent case of *Pugsley v. Hopkins* (ante, p. 463), where the action was on a bill of lading for demurrage on the discharge of a cargo of timber from a steamship, the Queen's Bench Division (POLLOCK, B., and VAUGHAN WILLIAMS, J.) held that the subject-matter to which the action related was the vessel, and not the

cargo, and that, as the vessel was not within the jurisdiction, section 21, sub-section 1, of the County Courts (Admiralty Jurisdiction) Act, 1868, did not apply, but that the case was governed by section 21, sub-section 2, of the same Act, which provides that, in cases to which sub-section 1 does not apply, the proper tribunal to resort to is the court of the district in which the owner of the vessel lives. It is submitted, however, that, in the case under discussion, the proceedings might have been commenced in the district in which the defendant resided, because it has been held that section 74 of the County Courts Act, 1888, which provides that every action or matter may be commenced in the county court in which the defendant resides or carries on business, being general in its terms, includes defendants in admiralty actions (*The Hero*, 1891, P. 294).

### THE ARBITRATION CLAUSE IN PARTNERSHIP ARTICLES.

THE arbitration clause in partnership articles, which provides that all future disputes between the partners shall be referred to arbitration, has often important consequences, and gives rise to some intricate points of law. There is, therefore, some occasion for surprise that this clause is usually inserted in articles of partnership rather as a matter of course than as a provision involving serious consideration. The obvious object of such a clause is, of course, to avoid litigation in the courts of justice, and, incidentally, to avoid publicity and delay; but, as will be seen, this object is by no means always effected.

In spite of the apparent advantages of having a dispute quietly and speedily settled by a private tribunal, it must not be forgotten that, even when it prevents litigation, the clause ties all parties down to a certain course, which, when the time comes, may prove to some a serious disadvantage. Many cases of dispute arise which, allowing a fair margin for the law's delay, the publicity of the courts, and probably, though not necessarily, the additional expense, are nevertheless more proper to be sifted by an experienced and impartial judge in open court than by any process of private arbitration. Our contention is that it is not always prudent for a person to have deprived himself of the right of having any dispute which may arise adjudicated upon by a court of law.

A material distinction exists between an agreement to settle by arbitration all future disputes which may arise and an agreement, when a particular dispute has arisen, to have such dispute settled by arbitration. When partnership articles are drawn, the intending partners are on a friendly footing, do not anticipate difficulties, and agree to the arbitration clause rather as laymen protecting themselves against their common enemy, the law. Things go on smoothly for a time, then there is a hitch; one partner consults his solicitor with a view of settling the difference in a court of law, and is then confronted with this clause. He finds himself irrevocably bound, and the result is that there is a conflict of opinion as to the proper tribunal, and no real consensus for arbitration.

A distinction should also be drawn between an arbitration clause in a partnership contract and a similar clause in a contract of a special nature—e.g., for building a ship. In the latter case the limited area within which a dispute can arise is well defined, and the nature of the dispute can, with some accuracy, be forecast; whereas, in the former, the partnership may extend over a large variety of transactions, and disputes may vary in kind in the same proportion.

Having now considered the general nature, it is important to note the precise legal effect, of an arbitration clause. In the first place it is a "submission" within the meaning of the Arbitration Act, 1889 (52 & 53 Vict. c. 49), for, by section 27, "submission" means a written agreement to submit present or future differences to arbitration, whether an arbitrator is named therein or not." Secondly, being a "submission" within the Act, all the provisions set forth in the first schedule thereto are deemed to be included in the clause (section 2). This section refers to all submissions, whether made before or after the Act: *Re Williams and Stepney* (39 W. R. 533; 1891, 2 Q. B. 257). Thirdly, such clause, unless a contrary intention is expressed therein, is irrevocable



except by leave of the court (see *Piercy v. Young*, 28 W. R. 845, 14 Ch. D. 200), and has the same effect in all respects as if it had been an order of court (section 1). Fourthly, all legal proceedings in respect of any matter agreed to be referred may be stayed by the court on the application of a party to the submission who has taken no step in the proceedings (*Chappell v. North*, 40 W. R. 16; 1891, 2 Q. B. 252), and who is ready and willing to properly conduct the arbitration (section 4).

Of the provisions to which we have referred, the last, relating to stay of proceedings, has, under this Act and the previous law, given rise to most litigation. It must be remembered that, although the policy of the statutes relating to arbitration has been rather to let parties, when they quarrel, select their own tribunal, the jurisdiction of the court is not entirely ousted by a submission to arbitration. The power of the court to stay proceedings is discretionary, and will not be exercised when injustice is likely to result (*Re Carlisle, Clegg v. Clegg*, 38 W. R. 638; 1890, 44 Ch. D. 200). At the same time, judges have been careful not to override an express agreement of this kind merely from what may be called judicial jealousy. So long ago as 1809 Lord Mansfield said, "The courts have sometimes been very strongly inclined against awards as carrying away cases from their own jurisdiction to the decision of private persons, but they now give these instruments a more liberal construction" (*Simmonds v. Swaine*, 1 Taunt. 549). On the other hand, the court will in a proper case actively interfere, and by injunction restrain a partner from proceeding to arbitration (*Farrar v. Cooper*, 1890, 38 W. R. 410, 44 Ch. D. 323). The whole law of arbitration, however, is too large a subject to be even briefly summarized here; although, of course, the consideration of it is involved in considering the legal consequences of an arbitration clause, and this alone should suggest the advisability of recognizing its importance.

At the same time, it may be useful to draw attention to some recent cases especially bearing on the law of partnership, by which two important propositions appear to have been established—(1) that a receiver of partnership property may be appointed by the court, notwithstanding that other legal proceedings are stayed, and that the matter in dispute is allowed to go to arbitration; (2) that the question of dissolution is generally a matter for the court, and will not, as a rule, be left to the arbitrator, unless, perhaps, it is expressly included in the arbitration clause.

The authority for the first of these two propositions is the decision of STIRLING, J., in *Pini v. Roncoroni* (1892, 40 W. R. 297). In this case the partners had, in an elaborate arbitration clause, strongly expressed their determination to have all their disputes decided out of court, as appears from the concluding words of the clause, "it being the firm will of the partners to abstain from ordinary law." In spite of these mutual protestations of abstinence, the conduct of one of the partners induced the plaintiff to apply to the court for the appointment of a receiver. His application was met by a counter-motion on behalf of the defendants that effect should be given to the arbitration clause, and that all legal proceedings should be stayed. The learned judge acceded to both applications—that is to say, he appointed a receiver, and at the same time stayed all proceedings, except so far as was necessary for carrying out the order as to the receiver. The point does not seem to have been decided in a partnership case before, but in *Compagnie du Senegal v. Smith* (1883, 32 W. R. 111) KAY, J., had held that the court has jurisdiction to appoint a receiver and at the same time to stay all other proceedings. Another point which arose in *Pini v. Roncoroni* (*supra*) was whether a case for the appointment of a receiver at all had been made out. As to this STIRLING, J., adopted the law as stated by LINDLEY, L.J., in his work on Partnership, 1888, p. 547, that "if the partnership is already dissolved the court usually appoints a receiver almost as a matter of course." In the earlier case of *Joplin v. Postlethwaite* (1889, 61 L. T. 629, (C. A.) 38 W. R. Dig. 10) KAY, J., seems to have gone even further, and to have held that it is often sufficient ground for the appointment of a receiver if a *prima facie* case for dissolution is made out.

This case of *Joplin v. Postlethwaite* (*supra*) is also an authority for the second of the two propositions above stated. Here one of the matters in dispute was whether the partnership should be

dissolved, and KAY, J., expressed a strong opinion that such a question was, under the usual arbitration clause, outside the power of the arbitrator to decide. The Court of Appeal were, however, more guarded in their expressions, especially COTTELL, L.J., who said, "I do not go so far as to lay down that whenever a dissolution of partnership is prayed for in an action, then the action cannot be stayed." The same question arose again in *Turnell v. Sanderson* (1891, 64 L. T. 654, 39 W. R. Dig. 145), before KEKEWICH, J., who held that the question was always one for the court. The learned judge does not seem to have appreciated the cautious wording of the late Lord Justice, and from his remarks appears to have been under the impression that the expression of opinion in the Court of Appeal was stronger than that of KAY, J., but we have, in stating our second proposition, preferred to treat the general question as still open.

In view of the above decisions, however, the passage in Lindley on Partnership, at p. 454, that "under a general submission by partners of all matters in difference between them an arbitrator may dissolve the partnership," must now be read with some qualification. In support of this statement the learned author cites the case of *Green v. Waring* (1764, 1 W. Blacks. 475), where the Court of King's Bench said, "When all matters in difference were referred, he (the arbitrator) had clearly a power to dissolve the partnership"; but it appears from the report, which we have examined, that this was not a case of the usual arbitration clause in partnership articles, but that the reference to arbitration was made by consent of all parties after the dispute had arisen and the case had come into court, and that one of the matters in dispute was, in fact, whether the partnership should be dissolved or not, so that the question of dissolution or no dissolution was in that case impliedly included in the reference. It remains to be decided whether the court would assume jurisdiction in a case where the question of dissolution was expressly included in the arbitration clause.

The above sketch of the kind of questions which may arise leads us inevitably to the conclusion that the arbitration clause is not a panacea against litigation, and that often its only effect is to create a hybrid tribunal where some of the matters in dispute are tried in, and some out of, court; an effect which was, we should imagine, far from the minds of those who signed the partnership articles.

#### "SPECIAL LEAVE" IN PRIVY COUNCIL PRACTICE.

APROPOS of DEEMING's petition to the Judicial Committee for "special leave" to appeal against his conviction at Melbourne, which has very properly been rejected, an examination of the cases relating to this branch of Privy Council practice, and of the rules that they establish, may not be without interest. The origin of the appellate jurisdiction of the Privy Council in colonial and Indian cases has excited the utmost divergence of opinion; and no good purpose would be served by considering which of the conflicting theories on the subject is the correct one. But the following principles seem to be fairly deducible from the cases as to "special leave":—

1. Appeals to the Privy Council from the colonies and dependencies abroad are either of right or by special leave. Colonial courts of law are constituted sometimes by the Royal Instructions to successive governors, sometimes by Charters of Justice or Orders in Council, sometimes by local or imperial statutes. These various forms of legislative, or quasi-legislative, authority frequently contain provisions enabling litigants before the colonial tribunals to appeal to the Privy Council where (a) the amount at stake exceeds a certain sum in value, and (b) certain prescribed conditions, such as the finding of security to the satisfaction of the court below, are complied with. Appeals in such cases are "of right."

2. But the Sovereign in Council may—even in the absence of the legislative or quasi-legislative authority above mentioned—receive appeals from colonial courts of law either in civil or in criminal cases. Such appeals will not, however, be allowed without "the special leave" of the Judicial Committee, and this "special leave" is only granted (a) in civil cases of sub-

stantial, general, or constitutional importance, and (b) in criminal cases where—in the language of Lord WATSON in *Re A. M. Dillet* (1887, 12 App. Cas., at p. 467)—“it is shewn that, by a disregard of the forms of legal process or by some violation of the principles of natural justice or otherwise, substantial and grave injustice has been done.” We shall illustrate these two classes of cases in turn.\*

(a) *Special leave in civil cases.*—*Illustrations.* (1) In *Neo v. Neo and Others* (1874, L. R. 4 P. C. 89) the Supreme Court of the Straits Settlements refused to grant leave to appeal to the Queen in Council, on the ground that it did not possess power to grant such leave. The Judicial Committee gave special leave. (2) Special leave was also granted in *The Speaker of Victoria v. Glass* (1871, L. R. 3 P. C. 561), where a question was raised involving the right of the Legislature of Victoria to commit for contempt and breach of privilege under the *general warrant* of the Speaker. (3) In *Carter v. Molson* (1883, 8 App. Cas. 530) the right of appeal under Article 1178 of the Code of Civil Procedure for Lower Canada was at stake. The Judicial Committee gave special leave. (4) Special leave was, however, refused in *Prince v. Gagnon* (1883, 8 App. Cas. 102), where the case depended solely on a disputed matter of fact—viz., whether there had been a gift or sale of certain goods of the value of £1,000 (and cf. *Canada Central Railway Co. v. Murray, &c.*, at p. 574); in *Valin v. Langlois* (1879, 5 App. Cas. 115), where, although the question was one of constitutional and general importance, there was no doubt as to the soundness of the decisions in the courts below; and more recently in *La Cité de Montréal v. Les Ecclesiastiques du Séminaire de St. Sulpice de Montréal* (1889, 14 App. Cas. 660), which has added an important rider to the former cases, and therefore must be noticed in detail. This was a petition at the instance of the municipal corporation of the City of Montreal for leave to appeal from a judgment of the Supreme Court of Canada by which the Seminary of St. Sulpice had been exempted from payment of a sum of about £70 sterling, being the proportion charged upon it by the petitioners of a special assessment made by them for the cost of constructing a drain which ran in front of its premises. The question at issue involved (a) property of very large amount, (b) the future liability of buildings set apart for religious, charitable, and educational purposes, and (c) the liability of the petitioners to repay large sums paid to them in respect of assessments similar to that which was the subject of the action. Special leave was refused. “In some cases, as in *Prince v. Gagnon* (*ubi sup.*),” said Lord WATSON, “their lordships have had occasion to indicate certain particulars the absence of which will have a strong influence in inducing them to advise that leave should not be given, but it by no means follows that leave will be recommended in all cases in which these features occur. A case may be of a substantial character, may involve matter of great public interest, and may raise an important question of law, and yet the judgment from which leave to appeal is sought may appear to be plainly right, or at least to be unattended with sufficient doubt to justify their lordships in advising her Majesty to grant leave to appeal.” The words that we have placed in italics mark an advance on the doctrine laid down in *Valin v. Langlois* (*ubi sup.*).

(b) *Special leave in criminal cases.*—*Illustrations.* (1) A. was tried by the Supreme Court of New South Wales for felony; the jury disagreed, and were discharged. A new trial was granted. The Chief Justice allowed the evidence of several of the witnesses to be taken in the following manner:—Each of such witnesses was placed in the witness-box and sworn; the Chief Justice then read over the evidence of the witness at the former trial, allowing both sides to examine and cross-examine if they felt disposed; A. was committed and sentenced to death. Here two questions of substance were raised: (a) Had the Supreme Court power to grant a new trial in cases of felony? (b) Were the proceedings at the second trial regular? The Privy Council granted special leave (*Attorney-General of New South Wales v. Bertrand*, 1867, L. R. 1 P. C. 520). (2) A. M. D., a solicitor of the Supreme Court of British Honduras, was convicted of perjury upon a highly improper charge to the jury by

the Chief Justice of the colony, and was sentenced to six months' imprisonment, which he underwent. He was thereafter struck off the rolls of court in respect of the said conviction. The Judicial Committee granted him leave to appeal to the extent of shewing that the conviction was so improperly obtained that it ought not to be conclusive for the purpose of striking his name off the rolls (*Re A. M. Dillet*, 1887, 12 App. Cas. 459; cf. *Levien v. Reg.*, 1867, L. R. 1 P. C. 536). (3) A., a West African palm oil and general merchant, with a factory on the banks of the River Benin, was tried before the local consular court on a charge of having unlawfully wounded certain natives, and was sentenced to a fine of £60 and to deportation from the Benin River Settlement for a period of ten years. The West Africa Order in Council, 1885, under which A. was tried, provided that no sentence of deportation should be passed unless and until the accused had received the option of finding, and had failed to find, security for future good behaviour. No such option was offered to A. Special leave was granted (*Reeco v. Reg.*, 1889, 1 Jur. Rev. 235, 431). (4) LOUIS RIEL was tried before a Canadian magistrate and a jury of six for high treason, and was sentenced to death. This sentence was confirmed by the Court of Queen's Bench in Manitoba. Special leave to appeal was applied for, on the grounds (1) that the magistrate had no jurisdiction, and (2) that, if he had, the proceedings were nevertheless vitiated by a number of irregularities. Those points had been fully considered by the Court of Queen's Bench, and a defence of insanity\* set up for the prisoner at the trial had been considered and rejected by the jury. Special leave was refused (*Riel v. Reg.*, 1885, 10 App. Cas. 675).

## REVIEWS.

### COUNTY COURT PRACTICE.

THE ANNUAL COUNTY COURT PRACTICE, 1892, FOUNDED ON POLLOCK AND NICOL'S AND HEYWOOD'S PRACTICES OF THE COUNTY COURTS. Two Vols. By his Honour Judge HEYWOOD. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

It is somewhat of a misnomer to entitle this work “The Annual County Court Practice,” seeing that two years have elapsed since the last preceding edition appeared. The present edition is, however, brought out at a very opportune moment, as the County Court Rules, 1892, which alter and modify, to a considerable extent, the practice of the county courts as prescribed by the County Court Rules, 1889, have only just come into operation. The main alterations made by these new rules are indicated by the author in his preface, while the rules themselves are set out in the appendices to vols. 1 and 2, together with such of the rules of 1889 as remain unrepealed. The Acts of Parliament, modifying or extending the jurisdiction of the county courts, which have been passed during the last two years are included in the present edition, which, moreover, incorporates all the cases affecting the county courts decided during the last two years with the single exception of *France v. Dutton* (39 W. R. 716; 1891, 2 Q. B. 208), which seems to have escaped the author's vigilance. In vol. 2 (where the jurisdiction of the county courts under special Acts is dealt with) such recent statutes as the Companies (Winding-up) Act, 1890; the Tenants' Compensation Act, 1890; the Lunacy Act, 1890; the Open Spaces Act, 1890; the Settled Land Act, 1890; the Tithe Act, 1891; the Public Health (London) Act, 1891; the Factory and Workshops Act, 1891; and the Brine Pumping (Compensation for Subsidence) Act, 1891, are noticed.

So many different subjects are, however, included in vol. 2 within the moderate compass of 400 pages that their adequate treatment has not, in all instances, been possible. At p. 5 of this volume Judge Heywood discusses the question, What is the proper mode of appeal from the county courts under special Acts which, while conferring jurisdiction on the county courts, do not in terms give an appeal, but merely enable a judge to state a special case. The recent case of *Kirkheaton Local Board v. Ainley* (*ante*, p. 266), to which reference is made in the addenda, has rendered this discussion unimportant, as it was there held that, by virtue of section 124 of the County Courts Act, 1888, all appeals from the county courts to the High Court must now be by notice of motion. As we have already had occasion to point out (*ante*, p. 266), while this decision certainly accords with what was laid down by Wills and Grantham, J.J., in *Reg. v. Kettle* (17 Q. B. D. 761), it is somewhat at variance

\* It seems worth while to call the attention of the Council of Law Reporting to the desirability of allowing a little more space to special leave cases in the official law reports. Some of the most interesting petitions in recent years have been overlooked.

\* The sanity or insanity of RIEL was not (as the *Times* erroneously stated in its leading article upon DEERING's case last week) argued before the Judicial Committee at all.



with *obiter dicta* subsequently expressed by the same learned judges in *Wilkinson v. Jagger* (36 W. R. 169, 20 Q. B. D. 423). The last chapter of vol. 2 deals with the Companies Acts, the jurisdiction and practice of the county courts with regard to the winding up of companies whose capital does not exceed £10,000, receiving special notice. In conclusion, we would call attention to a special feature of the present edition—namely, a table of cases overruled, approved, or otherwise considered, which is prefixed to vol. 1, and cannot fail to be of service to the practitioner.

## ROMAN LAW.

A COMPENDIUM OF ROMAN LAW FOUNDED ON THE INSTITUTES OF JUSTINIAN, TOGETHER WITH EXAMINATION QUESTIONS SET IN THE UNIVERSITY AND BAR EXAMINATIONS (WITH SOLUTIONS), AND DEFINITIONS OF LEADING TERMS IN THE WORDS OF THE PRINCIPAL AUTHORITIES. By GORDON CAMPBELL, M.A., LL.D., Barrister-at-Law. SECOND EDITION. Stevens & Haynes.

THE CONTRACT OF SALE IN THE CIVIL LAW, WITH REFERENCES TO THE LAWS OF ENGLAND, SCOTLAND, AND FRANCE. By J. B. MOYLE, D.C.L., Barrister-at-Law. Clarendon Press.

Mr. Campbell's book is intended for students preparing for examination, and is admirably adapted to their requirements. It contains a well-arranged analysis and exposition of the law as set out in the Institutes of Justinian, and extracts, chiefly from Maine's Ancient Law and Austin's Jurisprudence, are usefully introduced. The whole has been done with great care and accuracy. Without in any way dispensing with the necessity for independent study, it will materially assist the student in fixing the result of his reading in his memory. At page 51 there seems to be a slight error with regard to the real meaning of the so-called symbolical delivery, as where goods in a warehouse are delivered by handing over the key. The delivery does not, as Mr. Campbell says, take its efficacy from the fact that the transferee has the power of legally excluding others. Doubtless this is the result of the delivery, and the transferee, when he has once gained possession, has the right to exclude others, a right which the law would enforce by an interdict. But the essence of his acquisition of possession is that, at the time, all other persons are in fact excluded, and that he has the control of the goods. The idea was not indeed elaborated in this way by the Roman lawyers, and the examination of the real nature of possession is, of course, quite modern. In *Ward v. Turner* (2 Ves. sen. 431) Lord Hardwicke emphasized the true principle when he said that delivery of the key is allowed as delivery of the possession, "because it is the way of coming at the possession or to make use of the thing, and, therefore, the key is not a symbol, which would not do." In short, to acquire possession the transferee must obtain control over the goods, and this involves the actual exclusion of others; but whether he will be able to continue to exclude them, and so retain possession, is another matter.

Dr. Moyle's book is of a different type. The author is already well known by his scholarly edition of the Institutes of Justinian, and now he has produced a detailed treatise on the contract of sale in the civil law. Hitherto such work has been very little attempted in this country, and in general it would have too slight a bearing upon English law to be attractive to lawyers in actual practice. But with the law of sale it is different. The general resemblance of our own law to the civil law is sufficient to make it worth while to inquire what the latter really was, and Dr. Moyle's work, which will naturally be welcome to students interested in the theoretical side of jurisprudence, will find appreciative readers also among lawyers generally. The references to the English authorities appear to be correctly and adequately given, and they materially increase the value of the book. The chief difference, of course, between the two systems lies in the rule as to the passing of the property in goods, and this has been recently commented on by Fry, L.J., in his elaborate judgment in *Cochrane v. Moore* (38 W. R. 588). In the civil law delivery was essential. "*Traditionibus et usucapionibus dominia rerum, non nudis pactis transferuntur.*" Originally it was the same in English law. Seisin could be had of chattels as well as of land, and livery of seisin was in each case essential to change the title. Then came the exception that as to chattels, and ultimately as to land also, this could be effected by deed, and the further exception that, upon sales of specific goods, the property passed by the contract. But, in spite of this distinction, the English and the civil law alike adopt the rule that, immediately after sale, the goods are at the risk of the purchaser, with the corollary that it is the duty of the vendor to take proper care of them so long as they remain in his possession. An interesting example of the latter point is afforded by the recent case of *Clarke v. Ramuz* (1891, 2 Q. B. 456). These and other matters, both of resemblance and distinction, are ably dealt with by Dr. Moyle, and he has been equally fortunate in the selection of his subject and in his treatment of it.

## BOOKS RECEIVED.

Leading Cases and Opinions on International Law, Collected and Digested from English and Foreign Reports, Official Documents, Parliamentary Papers, and other sources, with Notes and Excursus. Containing the views of the Text-writers on the Topics referred to, together with Supplementary Cases, Treatise, and Statutes. By PITT COBBETT, M.A., D.C.L., Barrister-at-Law. Second Edition. Stevens & Haynes.

## CORRESPONDENCE.

## THE LAW OF DISTRESS AMENDMENT ACT, 1888.

[To the Editor of the Solicitors' Journal.]

Sir,—Referring to the case of *Hogarth v. Jennings*, reported in your last issue [p. 485], are we to understand that a landlord cannot act as "bailiff" and distrain except with a certificate under the Act of 1888? or is the case merely limited to companies who are landlords? It seems rather "stretching a point" to say that the managing director of a landlord company may not distrain without a certificate, whereas a landlord (who is not a company) may. R. N. R.

May 16.

[The decision is limited to companies: see observations under the head of "Current Topics."—ED. S. J.]

## CASES OF THE WEEK.

## Court of Appeal.

## THIN AND ANOTHER v. RICHARDS &amp; CO.—No. 1, 16th May.

SHIP—SEAWORTHINESS—VOYAGE IN STAGES—SEAWORTHINESS AT COMMENCEMENT OF EACH STAGE—INSUFFICIENT SUPPLY OF COAL.

By a charter-party, made between the plaintiffs and the defendants, the defendants' steamship was to load at Oran, on the coast of Spain, a part cargo of esparto grass (having liberty to fill up with ore or other dead weight cargo for owner's benefit), and being so loaded should therewith proceed to Garston Dock; the ship to have liberty to call at any ports in any order. The charter-party contained an exception of loss caused by the act, neglect, or default whatsoever of the pilot, master, or crew in the management or navigation of the ship, and all and every the dangers and accidents of the seas, canals, and rivers, and of navigation of whatever nature or kind. The ship sailed from Oran with esparto grass, and this being a light cargo, it was stated in evidence that it was usual to call at an iron port for iron ore or ballast. The ship accordingly called at Huelva, and took in iron ore, and after leaving Huelva the coal ran short, and in trying to make for a port on the north coast of Spain the ship was wrecked and the cargo lost. It was admitted that the ship had not sufficient coal on board when leaving Oran to take her to Garston, and she took in no coal at Huelva, the quantity having been miscalculated by the engineer. In an action to recover damages for non-delivery of the cargo of esparto grass, the plaintiffs contended that the ship was unseaworthy when she left Oran, as she had not sufficient coal on board to take her to Garston. The defendants contended that, as she had sufficient coal when leaving Oran to take her to Huelva, she was seaworthy at the commencement of the voyage, and that the neglect to take in coal at Huelva was negligence in the management of the ship during the voyage within the exceptions in the charter-party. Day, J., held that the voyage was from Oran to Garston, and that the ship was unseaworthy at the commencement of the voyage, and gave judgment for the plaintiffs. The defendants appealed.

The Court (Lord Esher, M.R., and Fry and Lopes, L.JJ.) dismissed the appeal.

LORD ESHER, M.R., said that in his opinion this was a voyage from Oran to Garston, and therefore the ship must be seaworthy at the commencement of the voyage. Not having on board sufficient coal for that voyage, she was not seaworthy. But even if it was a voyage divided into stages, the stages being from Oran to Huelva, and from Huelva to Garston, the description of such a voyage given by Parke, B., in *Dixon v. Sadler* (5 M. & W. 405, at p. 414), applied:—"If the voyage be such as to require a different complement of men or state of equipment in different parts of it, as, if it were a voyage down a canal or river, and thence across to the open sea, it would be enough if the vessel were, at the commencement of each stage of the navigation, properly manned and equipped for it." Therefore the ship ought to have been seaworthy when leaving Huelva.

Fry, L.J., concurred. If the voyage was one voyage from Oran to Garston, the ship ought to have been seaworthy for that voyage when leaving Oran. If the voyage was a voyage in stages, the ship ought to have been seaworthy at the commencement of each stage. The law implied a warranty of seaworthiness at the commencement of the entire voyage, and it would not be just to allow the shipowner to escape by dividing the voyage into stages. If the voyage was so divided, then the warranty applied at the commencement of each stage.

LOPES, L.J., concurred—COUNSEL, Bigham, Q.C., and Arthur Russell; Barnes, Q.C., and F. W. Hollams. SOLICITORS, Walters, Johnson, Bulb, & Wharton; Hollams, Sons, Coward, & Hawksley.

[Reported by W. F. BARRY, Barrister-at-Law.]

**BAWDEN v. LONDON, EDINBURGH, AND GLASGOW INSURANCE CO.**  
—No. 1, 13th May.

INSURANCE—AGENT'S AUTHORITY—SPECIAL FACTS KNOWN TO COMPANY'S  
AGENT—LIABILITY OF COMPANY.

This was an application by the defendant company for judgment or for a new trial. The action was brought by the widow and administratrix of one Bawden, to recover £500 upon a policy of insurance against accident. On the 25th of August, 1888, Bawden, who was an uneducated man, with only a slight knowledge of reading and writing, sent to the defendants, through Quinn, one of their agents, a proposal for a policy against death or injury by accident. The proposal form was filled up by Quinn, and signed by Bawden, and contained a statement that Bawden had no physical infirmity, and that there were not any circumstances that rendered him peculiarly liable to accidents. At the time of making the proposal Bawden had lost the sight of one eye, which fact was known to Quinn, the defendants' agent. On the 28th of August, 1888, the defendants issued a policy, one term of which was that the proposal and declaration should be the basis of the contract. The policy insured Bawden in the sum of £500 in the case of death or permanent total disablement, and £250 in the case of permanent partial disablement. Permanent total disablement was defined in the policy to be, amongst other things, the complete and irrecoverable loss of sight in both eyes, and partial disablement included the loss of sight in one eye. On the 6th of May, 1891, while the policy was still in force, Bawden met with an accident which deprived him of the sight of his remaining eye. Bawden died on the 30th of August, 1891, and, the defendants having refused to pay his claim of £500 for permanent total disablement, his widow and administratrix brought this action. The defendants resisted the claim, on the ground that the statements in the proposal form were untrue, and also upon the ground that at the most the plaintiff could only recover £250 as for permanent partial disablement. The jury at the trial gave a verdict for the plaintiff for £500. The defendants applied for judgment or for a new trial.

THE COURT (LORD ESHER, M.R., and LINDLEY and KAY, L.JJ.) refused the application.

LORD ESHER, M.R., said that the question was, what was the authority of the agent of the company, and that that must be gathered from the nature of the agent's employment. Quinn was the agent of the company for the purpose of obtaining proposals for insurance. He was not a man who would go to the company with a proposal, and ask them to accept it and pay him a commission. He was the agent of the company before he saw the plaintiff's husband, and it was his duty to settle the form of proposal with anyone who desired to be insured. In this case he went to a one-eyed man and persuaded him to make a proposal; he saw the answers the man made, and settled the terms with him. Therefore the proposal must be construed as a proposal made by the company's agent in the course of his employment with a one-eyed man, and in that sense the knowledge of the agent as to the man's having only one eye was the knowledge of the company. The policy was in a printed form, and the general words in the policy must be construed according to the special circumstances of the case. When it spoke of the loss of sight in both eyes, it must, in the case of a one-eyed man, be taken to refer to his being rendered totally blind by an accident. The terms of the proposal were settled by the agent with a one-eyed man, and the policy based upon that proposal must be construed accordingly. The verdict and judgment were therefore right.

LINDLEY and KAY, L.JJ., concurred. Application for a new trial refused.—COUNSEL, Sir C. Russell, Q.C., Ashton Cross, and F. Dodd; Gully, Q.C., and Henry. SOLICITORS, Wynne Baxter & Keeble; Wilkins, Blythe, Dutton, & Hartley, for W. H. Chapman, Whitehaven.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

**WILLETS v. WATT & CO.—No. 1, 5th May.**

MASTER AND SERVANT—EMPLOYERS' LIABILITY ACT, 1880 (43 & 44 VICT. C. 42), s. 1, SUB-SECTION 1—"WAY"—"DEFECT IN THE CONDITION OF THE WAY."

Action under section 1, sub-section 1, of the Employers' Liability Act, 1880, to recover compensation for personal injuries. The defendants were a firm of engineers, and the plaintiff was a hammerman in their employment. The workshop in which the plaintiff worked was 150 feet long by 50 feet wide, and in crossing the floor of the workshop from the place where he was working, in order to make some inquiry in connection with his work from a workman engaged at the other end of the building, he fell into a well which was temporarily uncovered and sustained injuries. The well was an old unused well near the middle of the workshop, covered over with an iron lid, and the lid had not been removed for seven years. Upon the day in question the cover had been removed, about half an hour before the accident happened, by direction of the foreman, in connection with the testing of a cylinder. Upon the floor of the workshop there were various appliances used in the business, such as engines, steam hammers, tanks, &c., and there was no defined or marked-out way for workmen to use when crossing the workshop. The plaintiff in his particulars stated that the injury was caused by a defect in the condition of the way. The action was tried in the West Bromwich County Court, when the judge directed the jury that the place where the plaintiff was injured was a "way" within the meaning of section 1, sub-section 1, and that there was a "defect in the condition" of the way, and the jury, upon the question of negligence, found for the plaintiff for £150 damages. The Divisional Court (Hawkins and Wills, JJ.) ordered judgment to be entered for the defendants, upon the ground that the place where the plaintiff was injured was not a "way" within section 1, sub-section 1 (see 40 W. R. 237, ante, p. 234). The plaintiff by leave appealed.

THE COURT (LORD ESHER, M.R., and FRY and LOPES, L.JJ.) dismissed the appeal, upon the ground that, though the place was a "way," there was no "defect in its condition."

LORD ESHER, M.R., said that it was impossible to give an exhaustive definition of a "way." They had to deal with the case of a workman going across a workshop, not for any purpose of his own, but upon his master's business. The Divisional Court seemed to have thought that a "way" must be a marked-out or defined way, or a way habitually used. He was unable to agree with that view. For the purposes of this case it was sufficient to say that the course which a workman in ordinary circumstances took in order to go from one part of the workshop or premises where a part of the master's business was being done to another part of the workshop or premises where another part of the business was being done, provided that the workman went upon his master's business, was a way within the meaning of section 1, sub-section 1. That description completely covered this case, and therefore the place where the plaintiff was injured was a "way" within the Act. There was, however, a second question—namely, whether there was a "defect in the condition of the way"? This way was so constructed that it passed over a covered well. The cover of the well was so constructed that it could be removed and put on again. The cover was taken off upon this occasion, but that was a natural user of the cover, and it did not amount to a "defect in the condition of the way." There was merely a negligent user of the way, the condition of which was not defective, the negligent user consisting in the foreman, who directed the cover to be removed, not giving any warning of the fact. That would give rise to a good claim under section 1, sub-section 2. But the plaintiff only relied in his particulars upon sub-section 1, and therefore he was shut out from now relying upon sub-section 2. The court, however, had power to do what was right and just between the parties, and, seeing that the plaintiff had such a strong case under sub-section 2, they would order a new trial, allowing the plaintiff to amend his particulars by claiming under section 1, sub-section 2, the plaintiff to pay the costs both in the Divisional Court and in the Court of Appeal, the costs of the former trial in the county court to abide the event of the new trial.

FRY, L.J., concurred. With regard to the question whether this was a "way" within the meaning of section 1, sub-section 1, the Divisional Court thought that a "way" must be marked out by metes and bounds or by habitual user. It was not necessary to impose either of those conditions or fetters upon the term. In many workshops the workpeople passed frequently through the shop by finding their way through the vacant spaces between the various pieces of machinery. If the construction of the Divisional Court were adopted, it would exclude many ways from the meaning of the word "way." It was only necessary to consider the meaning of the word so far as its elucidation was necessary for this case. In his opinion, whenever a vacant space on the floor of a workshop was habitually used for the purposes of transit by workmen on their employer's business, then that vacant space was a "way" within the Act. In this workshop there were cranes, engines, steam hammers, tanks, boilers, &c., and it was obvious that the vacant space on the floor of the workshop must be habitually used by workmen passing across on their employer's business. The business of the workshop necessarily involved the passage of workmen over the vacant space. Therefore this place was a "way." With regard to the second question, the language of section 1, sub-section 1, read with section 2, sub-section 1, pointed to a defect of a somewhat chronic character, not to a defect in the user of the way, inasmuch as the "defect" intended was to be the object of discovery and remedy. As LOPES, L.J., said in *Walsh v. Whiteley* (36 W. R. 876, 21 Q. B. D. 371), "it must be a defect in the original construction or subsequent condition of the machine rendering the machine unfit for the purposes to which it is applied when used with reasonable care and caution." The defect in the condition was there contrasted with negligent user. This way was properly constructed for the purposes to which it was to be applied. The accident was caused by negligent user of it. The court, however, had power under section 122 of the County Courts Act, 1888, to make an order to insure the determination on the merits of the real question between the parties, and he therefore agreed with the order proposed by the Master of the Rolls.

LOPES, L.J., concurred. As to the meaning of the word "way" in section 1, sub-section 1, it must be remembered that the Act was passed for the protection of workmen, and the courts must bear that intention in mind in construing it. To meet the necessities of this case, a "way" might be described as any part of a workshop which a workman was required or which it was part of his duty to traverse on the business of his employer. This spot, therefore, where the plaintiff was injured was a "way" within sub-section 1. As to whether there was a "defect in the condition of the way," there was no defect in its original construction, nor was it out of repair. It was as it was always intended to be. There was no defect in its condition, but there was a negligent user of it.—COUNSEL, Channell, Q.C., and Peile; Hugo Young. SOLICITORS, Keen, Rogers, & Co., for Rankin & Miller, West Bromwich; Willecks & Taylor, Wolverhampton.

[Reported by W. F. BARRY, Barrister-at-Law.]

**High Court—Chancery Division.**

**ILES v. T.—North, J., 14th May.**

CONTEMPT OF COURT—ATTACHMENT—RECEIVING ORDER IN BANKRUPTCY—JURISDICTION.

The defendant to this motion, a solicitor, was trustee of a settlement, from which office he had retired. In June, 1888, the trusts of the settlement were ordered to be carried into execution by the court, and new



trustees were appointed. During the process of the inquiries directed it was discovered that £900 Three per Cent. Annuities settled by the said settlement had been sold in 1880 by the defendant and the other original trustees, and the proceeds received by the defendant, who acted as solicitor for himself and his co-trustees, and that £56, part of the proceeds, had been retained by the defendant, and not applied under the provisions of the said settlement. In an action by the new trustees the defendant was ordered by the court to pay to them the £56, with interest and costs. The defendant not having paid the money, on the 25th of March, 1892, the plaintiffs moved for leave to issue a writ of attachment against the defendant for contempt in not having complied with the above order. The motion was allowed to stand over by consent to the 26th of April, and again stood over till the 13th of May, the defendant having made an offer to pay £15. On the 11th of May a receiving order had been made against the defendant on his own petition.

**NORTH, J.**—It is said that the receiving order prevents me from making an order for attachment, and reliance is placed on section 9 of the Bankruptcy Act, 1883; but I do not see how section 9 applies, as proceedings had been taken before the bankruptcy, and section 10, sub-section 2, gives the court jurisdiction. A distinction is also drawn between a solicitor as an officer of the court and a trustee. I think, however, on a consideration of the cases, that I clearly have jurisdiction to commit. In *Re Knowles* (52 L. J. Ch. 685) Kay, J., said: "The question is whether, under these circumstances, the court is at liberty to allow an attachment to issue. I find that it was held under the Debtors Act, 1869, that the court has no discretion in such a case, but is bound to let the writ issue; but afterwards the Act of 1878 was passed, giving the court a discretion. The question is how that discretion is to be exercised. I see that in *Morris v. Ingram* it was held distinctly that in one sense the Act was vindictive—that is to say, it was meant to punish fraudulent debtors." And in *Preston v. Etherington* (37 Ch. D. 110) Cotton, L.J., said "that a person may be liable to attachment under the exception, it is not necessary that he should have been guilty of fraud." The cases of *Cobham v. Dutton* (L. R. 10 Ch. 655) and *Re Ryley* (15 Q. B. D. 329) are, I think, with great deference, inconsistent with the later cases, and in *Re Manning* (30 Ch. D. 480) it did not appear that the court considered the circumstances of the case, or exercised its discretion, for the order for attachment was submitted to; and in *Re Wray* (36 Ch. D. 138) the Court of Appeal declined to interfere with my discretion, and Cotton, L.J., said: "If the judge had held that the existence of the receiving order deprived him of jurisdiction . . . we must have entertained the appeal"; and these words must mean that I had jurisdiction. In *Mitchell v. Simpson* (23 Q. B. D. 379) Charles, J., followed Sir George Jessel in *Morris v. Ingram* (13 Ch. D. 338) and myself in *Re Wray*. Kekewich, J.'s decision in *Re Simes* (38 W. R. 570), in which case the learned judge considered he had not jurisdiction owing to section 9 of the Bankruptcy Act, was differed from by Chitty, J., in *Re Edge* (W. N., 1891, p. 1). Therefore, according to the latest decisions, it is clear to me that I have jurisdiction to commit, and I must now consider how I shall exercise my discretion. His lordship then said that, on the evidence, he was of opinion there was no contumacious refusal on the part of the defendant, and that it was not a case in which he should be punished for an offence committed so long ago.—COUNSEL, T. L. Wilkinson; Arthur d.B. Terrell. SOLICITORS, Richard Davies; Thomas Edwards.

[Reported by C. F. DUNCAN, Barrister-at-Law.]

**Re ATKINSON, WILSON v. ATKINSON**—North, J., 10th May.

**WILL—CONSTRUCTION—JOINT TENANCY OR TENANCY IN COMMON—LAPSE.**

A testator devised and bequeathed all his real and personal estate upon trust (subject to a life estate which had expired) for his nephews, John, Thomas, and Gawin, and for their respective heirs, executors, administrators, and assigns. John died before the testator; Gawin had died since the testator's death, an infant and unmarried. The question was as to the construction of the above gift.

**NORTH, J.**, held that the share of John had lapsed, and was undisposed of by the will, and that the income of the whole went to Thomas for his life, with several remainders to himself and Gawin. If the case had been entirely new, his lordship said he should have held that a tenancy in common was created; but the case could not be distinguished from *Doe v. Green* (4 M. & W. 229) and *Ex parte Tanner* (20 Beav. 374). He therefore held, following these authorities, that the gift created a joint tenancy for the lives of the nephews and the survivors or survivor of them, with remainder to them as tenants in common. *Gordon v. Atkinson* (1 De G. & Sm. 478) differed from the other authorities, but was distinguishable by reason of the particular words of the will.—COUNSEL, Sebastian; R. F. Norton; Colt. SOLICITORS, Pattison, Wigg, & Co.

[Reported by G. B. M. COORE, Barrister-at-Law.]

**Re TRUBEE (Deceased)**—North, J., 14th May.

**NEW TRUSTEES—REPRESENTATIVES OF DECEASED TRUSTEE OUT OF JURISDICTION—REFUSAL TO TRANSFER SECURITIES—VESTING ORDER—TRUSTEE ACT, 1850 (13 & 14 VICT. c. 60), s. 25—R. S. C., LV., 13A.**

Unopposed petition by new trustees asking that the right to transfer certain trust securities, and to receive the dividends thereon, might vest in the petitioners. By an indenture dated the 19th of September, 1889, and made between James Anderson, since deceased, the sole surviving trustee of the will of Henry Trubee, deceased, and the petitioners, the said James Anderson appointed the petitioners to be trustees of the will in his place. The indenture contained a recital of intention to transfer securities; but, as a matter of fact, James Anderson died on the 22nd of August, 1890, without ever transferring them to the petitioners. James Anderson was

domiciled in Scotland at the time of his death, and his will, according to Scotch form, was duly registered in Scotland, but had not been resealed in England. The petitioners requested the Scotch representatives of James Anderson to cause his will to be resealed in England, and to transfer to the petitioners the trust securities, consisting of a £300 debenture of the Scottish Australian Investment Co. (Limited) and a sum of £75 Consolidated Stock of the Royston and Hitchin Railway; but the Scotch representatives refused to do so. The present petition was therefore presented. The reason for proceeding by petition and not by summons was the decision in *Re Peach* (33 SOLICITORS' JOURNAL, 575; cf. note to ord. 55, r. 13a, in the Annual Practice), where it was held that, where trustees have been appointed out of court, a vesting order can only be obtained on petition.

**NORTH, J.**, held that, subject to production to the registrar of an affidavit proving that the persons alleged to be Scotch representatives are legal personal representatives, and are out of the jurisdiction, he could make a vesting order as prayed.—COUNSEL, MacSwiney. SOLICITORS, Simpson, Rawson, & Co.

[Reported by G. B. M. COORE, Barrister-at-Law.]

**Re GUE, SMITH v. GUE**—North, J., 13th May.

**WILL—CONSTRUCTION—NEPHEWS AND NIECES—CLASS—HUSBAND AND WIFE—SHARES.**

William Gue, who died on the 25th of September, 1877, by his will gave "to my nephew Charles Skeats, of Melbourne, Victoria, and his wife memorial rings . . . such rings to be procured by my executors for my said nephew and niece. To each of my nephews and nieces following—namely, H. Gue, F. Gue, A. Gue, M. Gue, S. Brown, M. Brown, J. Waterman, A. Bowles—the legacy or sum of nineteen guineas." And the testator devised and bequeathed real estate and his residuary personal estate upon trust for "all and every my nephews and nieces living at my decease . . . to be equally divided between them if more than one, including my nephews and nieces to whom I have given legacies as aforesaid." At the testator's death all the above named were living. Charles Skeats, S. Brown, M. Brown, and J. Waterman were nephews and nieces of the testator's wife. The wife of Charles Skeats was not the niece of the testator or of his wife. An originating summons having been taken out by the surviving executor and trustee to have it determined who were entitled to the testator's residuary estate.

**NORTH, J.**, held, on the construction of the will, that the nephews and nieces of the testator's wife, and also the wife of Charles Skeats, were included in the residuary devise and bequest "to all and every my nephews and nieces"; and said: Then do Charles Skeats and his wife take one share of the residue between them, or do they each take a share? Nice distinctions have been taken on this point, but, so far as I know, no case is to be found in which a husband and wife have been held to take only one share between them when the gift has been to them as members of a class. Suppose a gift to a testator's first cousins as a class, and two of them intermarried. It is clear in such a case they could not fail to take each a share. But in the present case I have already held that under the previous gifts of the mourning rings Charles Skeats and his wife took separately, so that I cannot hold that they took those prior gifts separately, and that they take together afterwards. I do not see, therefore, how Charles Skeats and his wife could take otherwise than in separate shares with regard to the residue.—COUNSEL, L. Dickson; Cocks-Hardy, Q.C.; Rowden; Mackay; Methold; Vernon Smith. SOLICITORS, Garrard, James, & Wolf, for Smith & Son, Andover; Lovell, Son, & Pitfield, for Paris, Smith & Randall, Southampton; Peacock & Goddard, for Trecanion, Poole.

[Reported by C. F. DUNCAN, Barrister-at-Law.]

**FOLLIT v. THE EDDYSTONE GRANITE QUARRIES (LIM.)**—Stirling, J., 5th May.

**COMPANY—DEBENTURE-HOLDERS—TRUST DEED—POWER "TO SANCTION ANY MODIFICATION"—SUBSEQUENT CHARGE—PRIORITY.**

This was an action by the plaintiff, on behalf of himself and all other the holders of the debentures issued by the above-named company, against the company, the trustees of the debenture-holders' security, and Mr. L. G. Campbell, who was a mortgagee claiming a charge over the company's property in priority to the debenture-holders, in order to obtain a declaration that the debentures constituted a first charge upon all the property of the company, notwithstanding Campbell's security, and an order that the trusts of the debenture-holders' security might be carried into execution under the direction of the court. The defence was that the plaintiff did not represent the other debenture-holders, that they were opposed to the litigation, and that Campbell's security was authorized by a resolution passed by a majority of the debenture-holders in order to secure an advance made to enable the company to carry out their contracts and put their undertaking in working order. The debentures, some of which were issued in November, 1889, were in the usual form of covenants by the company for payment, and charges of such payment upon the company's property and undertaking, but subject to certain conditions indorsed upon each debenture. According to these conditions the debentures were to rank *pari passu* as a first charge upon the property charged, and the holders were to be entitled to the benefit, and subject to the provisions, of a covering deed dated the 19th of September, 1889, and the trustees of the company, who were also trustees of the deed, might at any time convene a meeting of the debenture-holders by notice without specifying the nature of the business to be transacted. The deed provided that a general meeting of the debenture-holders should have power by extraordinary resolution "to sanction any modification or compromise of the rights of the debenture-holders against the company or against its pro-

erty," and also "to assent to any modifications of the provisions" contained in the deed which should be proposed by the company. The company being in want of a temporary loan, the trustees convened a meeting of the debenture-holders. At that meeting, which was held on the 16th of September, 1890, the debenture-holders, by an extraordinary resolution, sanctioned a loan to the company of £5,000, such loan to take priority over the existing debentures and to be a first charge upon the company's properties, and authorized the trustees for the debenture-holders to execute the necessary documents. The next day the shareholders of the company passed an extraordinary general resolution that a temporary loan should be negotiated, and that, in accordance with the resolution passed by the debenture-holders, it should be a first charge on the company's properties and take precedence of the existing debenture loan. Thereupon a deed, dated the 2nd of October, 1890, was executed whereby the company charged all its property with all sums advanced by Campbell up to £5,000, and the trustees, at the company's request, postponed the debenture-holders' security in favour of Campbell's mortgage. The plaintiff, who was not present at the meeting of the debenture-holders on the 16th of September, 1890, then brought this action, and it was contended on his behalf that the trustees of the company had been respectively guilty of breaches of trust and of breaches of covenant.

STIRLING, J., after stating the facts of the case, said that the validity of Campbell's mortgage depended upon the validity of the resolution passed by the debenture-holders—in other words, upon the question whether the majority of the debenture-holders had power, by passing an extraordinary resolution against the wishes of the minority, to place another security in front of the charge in favour of the debenture-holders so as to bind the minority. The question was not altogether a new one. It had come before the Court of Appeal in *Hay v. Scottish and Norwegian Railway Co.* (33 SOLICITORS' JOURNAL, 455), but the decision in that case turned upon the language of a clause which differed from the one now under consideration. It had again come before the court in the case of the *Mercantile Investment and General Trust Co. v. International Co. of Mexico* (35 SOLICITORS' JOURNAL, 607). There one of the clauses in the debenture deed empowered the debenture-holders by special resolution to "sanction any modification or compromise of the rights of the debenture-holders," and it was held that the circumstances were not such as to bring the powers of the debenture-holders into play, and consequently that dissentients and absentees were not bound. But there was another case, the *Dominion of Canada Freehold Estate and Timber Co.* (55 L. T. Rep. N. S. 347, 35 W. R. Dig. 41), before Chitty, J., in which the trust deed contained a clause empowering the debenture-holders to "assent to any modification" of its provisions. Here the words were very similar—to "sanction any modification." Chitty, J., said: "The modification that was assented to by resolutions carried by the requisite majority was a modification which let in, in priority to the debentures, persons who needed to subscribe their money, for which they were to receive the security of the rent-charge. I think that such a resolution was authorized by the deed." That was a clear expression of the opinion of Chitty, J., that under those words the majority had power to postpone their security, and in accordance with the reasoning of the learned judge in that case his lordship came to the conclusion that the resolution passed by the debenture-holders on the 16th of September, 1890, was a valid one. This conclusion was not inconsistent with what had fallen from the learned judges who had decided the two former cases, and it was a view which, to his lordship's own knowledge, had been more than once acted on in chambers. Under these circumstances he must hold that the plaintiff was not entitled to the first portion of the relief asked by him. It appeared, however, that the debenture-holders' security had now become enforceable, and he should make a declaration that the trusts of the security must be carried into execution under the direction of the court, with liberty to apply.—COUNSEL, *Hastings, Q.C., and Ashton Cross; Buckley, Q.C., and Grosvenor Woods; Beale, Q.C., and Warrington.* SOLICITORS, *Wood & Wootton; S. T. Biggs; Harwood & Stephenson.*

[Reported by W. A. G. Woods, Barrister-at-Law.]

**Re OWEN, FRISBY, DYKE, & CO. v. OWEN**—Kekewich, J., 14th May.  
ADMINISTRATOR—BUSINESS CARRIED ON BY EXECUTORS—COSTS OF EXECUTORS IN ADMINISTRATION ACTION—DEBTS INCURRED IN CARRYING ON THE BUSINESS—PRIORITY.

Executors carried on a testator's business in accordance with the provisions in his will. In carrying on the business the executors incurred debts. An action was commenced by a creditor for the administration of the testator's estate, and an administration decree was made. It was found that the proceeds of the testator's estate were not sufficient to pay in full the costs of the executors in the action and the debts incurred by them in carrying on the business. The question now arose in what order these costs and debts ought to be paid out of the proceeds of the testator's estate.

KEKEWICH, J., referred to *Stott v. Milne* (25 Ch. D. 715) and *Dowse v. Gorton* (1891, A. C. 203), and said that the business had been continued by the executors properly, and, it was to be assumed, with the assent of the creditors. He considered that, according to the principle stated in the cases referred to, the costs of the executors ought to be paid in priority to the debts.—COUNSEL, *Clare; Church.* SOLICITORS, *North, Kirk, & Corsett; Pearce, Jones, & Co.*

[Reported by JOHN WINKFIELD, Barrister-at-Law.]

**GRIFFITHS v. HUGHES**—Kekewich, J., 12th May.

CONSTRUCTION—"AT THE INSTIGATION OR REQUEST OR WITH THE CONSENT IN WRITING"—TRUSTEE ACT, 1888 (51 & 52 VICT. C. 59), s. 6.

A question arose in this action as to the construction of section 6 of the

Trustee Act, 1888. This section provides that "where a trustee shall have committed a breach of trust at the instigation or request or with the consent in writing of a beneficiary, the court may, if it shall think fit, . . . make such order as to the court shall seem just for impounding all or any part of the interest of the beneficiary in the trust estate by way of indemnity to the trustee." It was contended that the section should be construed as if the words "in writing" had been inserted after the words "instigation" and "request."

KEKEWICH, J.—The section might be read grammatically—at the instigation in writing, or request in writing, or consent in writing. Such a reading, however, would be very clumsy; and he did not think that it could have been intended by the draftsman. He therefore held that the words "in writing" applied to consent only, and not to instigation or request.—COUNSEL, *Renshaw, Q.C., and C. Hawkins; Warrington, Q.C., and Vernon Smith.* SOLICITORS, *William Tayler & Sons, for R. Luck; Bloxam, Ellison, & Co., for Celyn Jones & Thomas.*

[Reported by JOHN WINKFIELD, Barrister-at-Law.]

## High Court—Queen's Bench Division.

**MCNAY v. ALT**—14th May.

PRACTICE—WRIT—TESTE—OMISSION OF NAME OF LORD CHANCELLOR—R. S. C., II., 3, 8—AMENDMENT—STATUTE OF LIMITATIONS.

This was an appeal from chambers which raised the question as to the validity of a writ of summons in which the name of the Lord Chancellor had been accidentally omitted, the space for its insertion on the form used having been left blank. The writ was issued on the 5th of January, 1892, and was for £131 3s. 6d. for professional services and for money paid, and on the 22nd of April was sent to the defendant, by whom it was returned, the omission being pointed out. The plaintiff then applied *ex parte* to the master at chambers, who amended the writ by adding the name of the Lord Chancellor, and it was then re-served upon the defendant. In the meantime, however, the Statute of Limitations had run against part of the claim, and the defendant took out a summons to strike out the amendment, upon which the master made an order setting aside the writ and all proceedings. The plaintiff appealed to the judge, who referred the matter to the court. Counsel for the appellant was stopped by the court after stating the facts. It was contended by counsel for the respondent that ord. 2, r. 3, and ord. 2, r. 8, which required the writ to be in the form provided by the rules, and to be tested in the name of the Lord Chancellor, were imperative, and that the original writ was therefore bad. Further, as the effect of the amendment would be to deprive the defendant of the benefit of the Statute of Limitations as to part of the claim, it ought not to have been allowed, and was rightly struck out. He cited *The W. A. Scholten* (36 W. R. 539, 13 P. D. 9), *Hewett v. Barr* (39 W. R. 294; 1891, 1 Q. B. 98), *Pleasants v. East Dereham Local Board* (47 L. T. 439, 31 W. R. Dig. 156).

THE COURT (DAY AND CHARLES, JJ.) allowed the appeal, with costs.—COUNSEL, *Mattinson; Leslie.* SOLICITORS, *Tahourdin & Hitchcock; Badham & Williams.*

[Reported by J. P. MELLOR, Barrister-at-Law.]

**THE GREAT NORTHERN RAILWAY CO. v. WINDER**—12th May.

RAILWAY COMPANY—EXCURSION TICKET—RIGHT TO USE FOR INTERMEDIATE STATION.

This was an appeal from the judgment of his Honour Judge Greenhow in the Leeds County Court nonsuiting the plaintiff company. The question raised was as to the right of a passenger who had taken an excursion return ticket from one station to another at a reduced fare to use the ticket for an intermediate station. The defendant took an excursion return ticket from Leeds to Skegness, and paid eight shillings therefor. He alighted at Thursby, an intermediate station on the line between Leeds and Skegness. The single fare to Thursby was nine shillings. This action was brought to recover one shilling, the difference between the eight shillings paid by the defendant and the ordinary single fare to Thursby. There was no bye-law of the company applicable to the circumstances, and the county court judge so found, but held that the sum sought to be recovered was a sum in the nature of a penalty, and that the principle of *The London and Brighton Railway Co. v. Watson* (27 W. R. 614, 4 C. P. D. 118) applied. He therefore nonsuited the plaintiff company, but gave leave to appeal. It was argued in support of the appeal that this case was distinguishable from *Watson's case*, on the ground that this was a matter of contract and not provided for by any bye-law.

THE COURT (DAY AND CHARLES, JJ.) held that the county court judge had misapplied the word "penalty," and that the plaintiff company were entitled to recover. Appeal allowed.—COUNSEL, *C. A. Russell.* SOLICITORS, *Nelson, Barr, & Co.* The respondent was not represented.

[Reported by T. R. C. DILL, Barrister-at-Law.]

**SHARRATT v. SCOTNEY**—10th May.

MILITARY AUTHORITIES—BILLETING—BILLET LIST—RIGHT TO BILLET GREATER NUMBER THAN THAT PROVIDED FOR IN BILLET LIST—ARMY ACT, 1881 (44 & 45 VICT. C. 58), ss. 103-110.

This was a case stated by justices of the borough of Huntingdon, the question being whether the list of victualling houses, and "the number of soldiers and horses who may be billeted thereon," made out in pursuance of section 107 of the Army Act, 1881, is conclusive as to the number of soldiers who may be billeted on any particular house, or whether the keeper of such house is bound to provide accommodation for a number of



soldiers in excess of the number assigned to his house by such list. The respondents, Scotney and Allsopp, were the keepers of the "Sun" and the "General Peel" inns respectively at Huntingdon. A "billet list" for the borough was kept pursuant to section 107 of the Army Act, 1881, and in such list the accommodation for soldiers in the two houses respectively was stated to be six on ordinary occasions and eight in cases of emergency. On the 15th of March billet notices were directed to the respondents by the billet master of the borough, requiring them to receive and provide accommodation for ten and twelve men respectively. On the arrival of the men at the houses the respondents refused to receive them, alleging that they had not sufficient accommodation in their houses for those numbers of men. No proposal was made by the sergeants in charge of the men, and no offer was made by the respondents that the respondents should receive any less number than ten and twelve respectively. An information which was preferred at the Huntingdon Petty Sessions against the respondents under section 110 of the Act for refusing to receive the men was dismissed, the justices being of opinion that the billet list was conclusive as to the accommodation which the respondents were bound to supply. Section 103 of the Act enacts that every constable in charge at any place in the United Kingdom shall, on the demand of the commanding officer, "billet on the occupiers of victualling houses . . . such numbers of officers, soldiers, and horses entitled under this Act to be billeted as are mentioned in the route and stated to require quarters." By section 105 "all officers and soldiers of her Majesty's regular forces shall be entitled to be billeted." Section 106 provides that "the keeper of a victualling house upon whom any officer, soldier, or horse is billeted shall receive such officer, &c., in his victualling house"; and the same section gives permission to the keeper of a victualling house to provide the accommodation required in the immediate neighbourhood where he desires to be relieved from the liability to receive such officer, &c., in his victualling house. Section 108 provides for a complaint being made to a justice by a victualler if he "feels aggrieved by having an undue proportion of officers, &c., billeted on him." Section 110 provides for the infliction of a fine (on summary conviction) upon a victualler who has refused to receive soldiers billeted upon him.

THE COURT (DAY AND CHARLES, JJ.) allowed the appeal.

DAY, J.—I am sorry to be obliged to come to the conclusion that the justices were wrong, but the question turns upon the construction of the Act of Parliament. The construction which we are bound to put upon it seems to me to involve the putting of a great deal of unnecessary hardship upon both the innkeepers and the soldiers. The police have made out a list of the accommodation for soldiers which they think these houses can provide, and they have put the numbers at six on ordinary occasions and eight in cases of emergency; but on this occasion ten and twelve have been put upon these houses. It is a great hardship to stuff men into these houses in excessive numbers; but upon the construction of the Act I am bound to decide that the military authorities are entitled to do this: whatever number of soldiers are sent into Huntingdon they must be accommodated in the victualling houses there.

CHARLES, J.—I am of the same opinion. By section 103 the constable is bound to find billets for such number of men as is mentioned in the route, and if he neglects to do so he is liable to a fine under section 109. Under section 106 the keeper of the victualling house is placed under a statutory obligation to find accommodation for the men billeted upon him, and if he cannot accommodate them in his house he must do so elsewhere. Yet it is said that this liability is limited by section 107—that when the billet list states that the accommodation which can be furnished by each of these two public-houses is six or (upon emergency) eight, that is conclusive; and that no more than eight can, under any circumstances, be billeted upon each house. I think that view is wrong. This list merely shews the proportion in which the billeting is to be borne by the different victuallers in the town. Under section 108 a victualler who is "aggrieved by having an undue proportion" billeted upon him may complain to the justices. No doubt upon this occasion too many soldiers were put upon this town, but whatever the number the houses which are liable to billeting must provide for them. The list might provide for three hundred men only, and five hundred might be billeted upon the town: the victuallers would be obliged to find places for them, but in the proportions stated in the list. Case remitted to the magistrates.—COUNSEL, Little; AVORY. SOLICITORS, Peacock & Goddard, for Maule & Sons, Huntingdon; C. A. Penley, for Hummyn & Son, Huntingdon.

[Reported by T. R. C. DILL, Barrister-at-Law.]

#### HEWLETT v. ALLEN & SONS—6th May.

MASTER AND SERVANT—TRUCK ACTS—WAGES, CONTRACT FOR DEDUCTIONS FROM—LEGACITY OF DEDUCTIONS—TRUCK ACT, 1831 (1 & 2 WILL. 4, c. 37), s. 23.

Appeal by the defendants from the judgment of the judge of the Bow County Court of Middlesex, in which the judge had given judgment for the plaintiff for a sum of £1 6s. 10d. The appellants, Messrs. Allen & Sons, are manufacturers of confectionery, and the plaintiff was in their service between the years 1886 and 1891, at wages varying from 7s. to 10s. a week. The employment of the plaintiff was such as to bring her within the protection of the Truck Acts, 1831 and 1887. When the plaintiff was employed by the defendants she always signed a contract with the defendants which was in these terms:—"I hereby agree to conform to all the rules and regulations of Messrs. Allen & Sons' works, and to submit to the penalties for breach of the same, a copy of which rules and regulations was given me at the time of signing this." Rule 28 of these rules—which were contained in a pamphlet—provided that "all employees will have to become members of the sick and accident club." This sick and accident club was the "Amicable Griffins Sick and Benefit Society," and one of the

rules of this club required the members to contribute subscriptions, according to the scale of wages they were paid, to provide for medical and other relief in case of sickness, accident, or death. According to the scale in force, the amount which the plaintiff would have to pay would be 2½d. per week, and this amount of 2½d. was each week stopped or deducted from her wages, a small card being given her at the time of each payment shewing the amount so deducted. The plaintiff had never required any medical or other relief from the fund, and received no other benefit from it. The plaintiff brought the present action in the county court to recover back the sum of £1 6s. 10d., being the sum which the defendants had so deducted from her wages, and the judge of the county court gave judgment for her for that sum, being of opinion that these stoppages or deductions did not come within the exemption of section 23 of the Truck Act, 1831 (1 & 2 WILL. 4, c. 37), and were therefore illegal, and could be recovered. From this judgment the defendants appealed. Section 23 of the Truck Act, 1831, provides that "nothing herein contained shall extend or be construed to extend to prevent any employer of any artificer, or agent of any such employer, from supplying or contracting to supply to any such artificer any medicine or medical attendance . . . nor from making or contracting to make any stoppage or deduction from the wages of any such artificer for or in respect of such medicine or medical attendance, provided always that such stoppage or deduction shall not be in any case made from the wages of such artificer, unless the agreement for such stoppage or deduction shall be in writing and signed by such artificer." It was admitted that the plaintiff's employment was such that she would come within this section.

DAY, J.—This case is one of very considerable importance, not merely in respect of the general question raised by it, but also upon the very important question as to the general applicability of the Truck Acts to this case upon their true construction. There have been some decisions on this Truck Act, and one of them substantially covers this case, but on account of the importance of the case I trust an appeal will be had. The case is not within the mischief of the Truck Acts, and we think it is governed by the decision in the case of *Lamb v. Great Northern Railway Co.* (39 W. R. 475; 1891, 2 Q. B. 281), a case which was very similar in its circumstances to the present, and we think that there was no real or substantial difference between the two cases, and we hold that the plaintiff fails to make out her right to recover these payments. I am clearly of opinion that these deductions were made for the sick fund, and that the money has been so applied, and as to the fact that the plaintiff had no occasion to draw any benefit from the club, it makes no substantial difference whether she is thrown upon the club or not. The general character of the subscription is that of a subscription to a sick club. I think, therefore, that the judgment of the learned judge was wrong, and should be reversed, and this appeal allowed.

CHARLES, J.—I am of the same opinion. It seems to me that the principle of the case of *Lamb v. Great Northern Railway Co.* is applicable here. In *Lamb's* case there was undoubtedly such a contract as there is in this case. The fund here and in *Lamb's* case seems to have had the same objects, and there the judges held that the plaintiff was not entitled to recover. True, that in *Lamb's* case the learned judges point to the fact that the plaintiff had the benefit of the sick fund; but in principle I cannot see any difference whether that is so or not. It seems to me, therefore, that the decision in the case of *Lamb v. Great Northern Railway Co.* does really cover this case, and that we should follow it. I think, therefore, that the judgment of the county court judge should be reversed. Appeal allowed. Judgment for the defendants.—COUNSEL, Finlay, Q.C., and Gripe; COMPTON SMITH and Corrie Grant. SOLICITORS, Milner Jutsum; Shaen, Roscoe, & Co.

[Reported by Sir SHEPSTON BAKER, Bart., Barrister-at-Law.]

#### HAMILTON v. WALKER—4th May.

JUSTICES—PRACTICE—TWO INFORMATIONS—DISTINCT CHARGES—JUSTICES HEARING SECOND INFORMATION BEFORE DECIDING ON FIRST.

In this case two special cases were stated by justices of Cheshire, but the question determined by the court arose upon facts not expressly found. It appeared that a man named Hamilton was summarily convicted by the justices upon two informations, the first charging him with unlawfully delivering to one Wright, alias Farrell, certain indecent advertisements with the intent that they should be exhibited contrary to the provisions of the Indecent Advertisement Act (52 & 53 Vict. c. 18, s. 4), and the second with aiding and abetting the said Wright or Farrell to exhibit them within the meaning of section 3 of the same Act. During the argument it was admitted that the following course of procedure was adopted by the justices at the hearing of the above informations. After the first had been heard, counsel for the defendants applied to the court to dismiss the case, but after hearing the solicitor on the other side the justices retired, and on returning into court announced that they "reserved judgment" until they had heard the second case. They then proceeded with the hearing of the second information, and upon its conclusion convicted and sentenced the defendant upon the first and second informations. It was contended by counsel for the appellant defendant with regard to this point that the justices were bound to acquit or convict the defendants upon the first information before going on to hear another case of a similar nature; that it was possible, and indeed probable, that the evidence in the second case might have influenced their decision upon the first, and, therefore, that the first conviction was bad. They further contended that the second conviction was also bad, on the ground that it infringed upon the principle of section 10 of Jervis's Act, and that it practically convicted the defendant twice for the same offence, the evidence being almost identical in both. It was contended by counsel for the respondent that there was nothing in the case or in the statement of the magistrates to shew that they were

influenced in their decision of the first case by the second, that they merely adjourned their decision, and that as the facts as to the procedure adopted by the magistrates did not appear upon the case, the court ought, if they felt pressed by the point, to send the case back. [Vaughan Williams, J., referred to *Knight v. Halliwell* (22 W. R. 689, L. R. 9 Q. B. 412), and pointed out that the court had power to determine on facts although not expressly raised by the case. The case ought not to be sent back to be restated unless counsel was instructed that something material could be added.] Upon reference thereupon to the shorthand notes, the above-mentioned facts were disclosed.

THE COURT (POLLOCK, B. and VAUGHAN WILLIAMS, J.) held that both convictions must be quashed.

POLLOCK, B., in giving judgment, said that the magistrates in this case had heard the first information and on being asked to dismiss it they determined instead to hear the second case, and having done so, the defendant was, in the words of the case, "duly convicted" on the first. The question which the court had to determine was, first, whether under such circumstances that conviction could stand. It was not necessary to go so far as to say that the case came within section 10 of Jervis's Act. But it came within the principle that every case ought to stand on its own merits and that the magistrates should decide upon the evidence in each case, and on that alone. It seemed, moreover, that neither of these cases could have been properly tried, as they seemed to have been mixed up together, and both convictions ought to be quashed.

VAUGHAN WILLIAMS, J., agreed, and said that in his opinion the procedure adopted by the magistrates made both convictions bad. In the first case they were bound to decide upon the evidence on that alone. In the second, the conviction was bad because the defendant had a right to have the first case disposed of first. Speaking for himself, the learned judge added that, assuming there had been a proper conviction on the first case, no conviction could be obtained on the second, because it was plain, in his opinion, that there would have been here two convictions for one offence.—COUNSEL, *Hopwood, Q.C.*, and *Dr. Commins; J. E. Bankes*. SOLICITORS, *C. B. Taylor*, Liverpool; *A. Harris*, Altrincham.

[Reported by J. P. MELLOR, Barrister-at-Law.]

**GUARDIANS OF WEST HAM UNION v. CHURCHWARDENS AND OVERSEERS OF THE PARISH OF ST. MATHEW, BETHNAL GREEN—6th May.**

POOR LAW—SETTLEMENT—CHILD UNDER SIXTEEN—RESIDENCE APART FROM PARENT—DIVIDED PARISHES ACT, 1876 (39 & 40 VICT. c. 61), ss. 34, 35.

This was an appeal by the West Ham Union, upon a case stated, from a decision of the court of quarter sessions for the county of London held at Clerkenwell, dismissing an appeal against an order of a metropolitan magistrate, by which the legal settlement of Caroline Batchelar, a pauper, was adjudged to be in the parish of Low Leyton, in the West Ham Union. The pauper was the child of James and Catherine Batchelar, and was born on the 27th of July, 1865. Her father died when she was two years old, and her mother was still living, and was settled in the Shoreditch Union. At the age of thirteen the pauper went into domestic service, and from 1879 to 1883, that is, from the age of fourteen to eighteen, she resided without interruption in the appellants' union, being during that period in domestic service at Low Leyton. After the 27th of July, 1883, she resided for two years with her mother at places outside the appellant union. She was then in service outside the appellant union until 1887, and after that again resided with her mother until, in August, 1891, she became chargeable to the respondent parish. The pauper's mother had never resided, and had never acquired a status of irremovability or a settlement, in the appellant union. It was contended for the appellants that the uninterrupted residence of the pauper from fourteen to eighteen was not such as to confer a settlement in the appellant union, because, the pauper having been in domestic service, and for a part of the time under the age of sixteen with a parent living, such residence did not render her irremovable within section 34 of the Divided Parishes Act, 1876.

THE COURT (POLLOCK, B., and VAUGHAN WILLIAMS, J.) dismissed the appeal.

POLLOCK, B., said that in his opinion the respondents were entitled to judgment. The question was whether with regard to the period before the pauper was sixteen years old she had acquired a settlement in the appellant union. He did not agree with the contention of the appellants that the result of the Divided Parishes Act, 1876, ss. 34, 35, as interpreted by the House of Lords in *Reigate Guardians v. Croydon Guardians* (38 W. R. 295, 14 App. Cas. 465), was that the law must now be considered apart from the early statutes and decisions. He did not think that the Legislature had intended by the Act of 1876 to repeal all the past law on the subject. The result of the cases was to shew that a child under sixteen could, by residing apart from its parent, obtain a settlement for itself, and section 34 of the Act of 1876 fixed the period of residence necessary for this purpose at three years. Therefore, in this case the pauper, by her uninterrupted residence in the appellant union between the ages of fourteen and eighteen, had acquired a settlement there. He did not think that in so deciding they were in any way departing from the principles laid down in the House of Lords.

VAUGHAN WILLIAMS, J., concurred. Appeal dismissed.—COUNSEL, *Jelf, Q.C.*, and *Muir*; *Breen*. SOLICITORS, *Hillierys; W. P. Howard*.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

**LONDON AND PROVINCIAL STEAM LAUNDRY CO. v. WILLESDEN LOCAL BOARD—10th May.**

PUBLIC HEALTH ACT, 1875, s. 43—REMOVAL OF REFUSE—HOUSE REFUSE—TRADE REFUSE—CLINKERS FROM FURNACES IN LAUNDRY.

The appellants carried on the business of a laundry within the district of

the respondent board. They used large furnaces to generate steam for the purpose of heating water employed in their business and for heating the living rooms and other parts of the building. The respondent board refused to remove the clinkers produced in these furnaces, as not being "house refuse" which they were bound to remove under the provisions of section 42 of the Public Health Act, 1875. The appellants thereupon preferred an information against the respondents, but the magistrates dismissed it, being of opinion that the clinkers in question were not "house refuse," and that the appellants' laundry was not a house within the meaning of section 42. "House" is by section 4 of the Public Health Act defined to include (if not inconsistent with the context) "schools, also factories and other buildings in which more than twenty persons are employed at one time." About ninety persons were employed in the appellants' laundry, some of whom lived in the building. It was argued for the appellants that the laundry was a house, and that the clinkers were "house refuse," not being "trade refuse" within the definitions given by the Court of Appeal in *The Vestry of St. Martin v. Gordon* (39 W. R. 295; 1891, 1 Q. B. 61).

THE COURT (DAY and CHARLES, JJ.) dismissed the appeal.

DAY, J., said that, without attempting to give definitions, he was clearly of opinion that this was not house refuse.

CHARLES, J., said that the appellants rested their argument upon the definition of "house" as including "factories," &c.; but the Act said that it was to have that meaning where not inconsistent with the context, and he thought that such a meaning would be inconsistent with the context in section 42. This refuse was not rubbish of the description spoken of by Bramwell, B., in *Lyndon v. Standbridge* (5 W. R. 590, 2 H. & N. 45), as "house, occupation, inhabitation, or domestic rubbish," and it was not "house refuse" within section 42. Appeal dismissed.—COUNSEL, *R. A. Germaine; Sir R. E. Webster, A.G.*, and *Munro*. SOLICITORS, *Wilkinson, Howlett, & Wilkinson; Tilley & Sons*.

[Reported by T. R. C. DILL, Barrister-at-Law.]

**ARMITAGE AND ANOTHER v. FISON & CO.—2nd May.**

PRACTICE—COSTS—ACTION ON CONTRACT FOR LESS THAN £50 BROUGHT IN HIGH COURT—ACTION TRANSFERRED TO COUNTY COURT—LESS THAN £20 RECOVERED—PLAINTIFF'S RIGHT TO COSTS IN COUNTY COURT—COUNTY COURTS ACT, 1888, ss. 65, 116.

Appeal from an order of Pollock, B., at chambers, refusing a writ of prohibition to prohibit the registrar of the Ipswich County Court from proceeding with a certain taxation of costs, the question being whether, when an action of contract, which might have been commenced in a county court, is commenced in the High Court, and after certain proceedings therein in the High Court, is transferred to the county court, and a judgment is recovered by the plaintiff for a sum less than £20, the plaintiff is entitled to costs with respect to that part of the proceedings which took place in the county court. An action of contract to recover a balance of £31 16s. 4d. was brought in the High Court. The defendants appeared to the action, and pleaded a defence and a set-off or counter-claim, and the plaintiffs put in a reply. After these proceedings in the High Court the action was, by an order of a master, remitted to be tried in the Ipswich County Court of Suffolk. The action was accordingly tried before the learned county court judge of that court, without a jury, who found for the plaintiffs, on their claim, for £17 4s. 10d., and for the defendants, on their counter-claim, for £7. The learned judge entered judgment for the plaintiffs for £17 4s. 10d., with costs; and for the defendants for £7, with costs. On the taxation of the plaintiffs' costs the registrar disallowed all the plaintiffs' costs—which amounted to £42 16s. 2d.—disallowing not only the costs incurred in the High Court before the transfer, but also all costs incurred in the county court after the transfer. The registrar made this order relying on section 116 of the County Courts Act, 1888, which deprived a plaintiff in such a case of costs when the sum recovered did not exceed £20, unless there were a certificate for such costs under that section, and in this case there was no such certificate. The registrar made this order as to the costs, not omitting to consider the effect of section 65 of the Act—under which section the action was remitted—but he considered that the words in that section in no way relieved the plaintiffs from the penalty which they had incurred under section 116 for bringing in the High Court an action which could have been brought in the county court. The county court judge, on appeal, varied this order of the registrar by allowing to the plaintiffs the costs of all the proceedings in the county court on the county court scale. It was not contended that the plaintiffs were entitled to costs in respect of the proceedings in the High Court before the transfer. The defendants then applied to Pollock, B., at chambers, for a writ of prohibition to prohibit the officers of the county court from proceeding further with the taxation of the plaintiffs' costs. The learned judge refused an order for a prohibition, and the defendants now appeal. By section 65 of the County Courts Act, 1888, where an action is remitted under the section, "the costs of the parties in respect of proceedings subsequent to the order of the judge of the High Court shall be allowed according to the scale of costs for the time being in use in the county courts, and the costs of the order and all proceedings previously thereto shall be allowed according to the scale of costs for the time being in use in the Supreme Court." By section 116: "With respect to any action brought in the High Court which could have been commenced in a county court, the following provisions shall apply: (1) If in an action founded on contract the plaintiff shall recover a sum less than £20, he shall not be entitled to any costs of the action"—unless he gets a certificate under that section. For the defendants it was now contended that the plaintiffs were not entitled to any costs at all; that section 65 did not apply, or rather that section 65 did not overrule or do away with section



116, and that under section 116 the plaintiffs, having recovered less than £20, were not entitled to any costs at all.

DAY, J.—I am clearly of opinion that there is no ground to grant this prohibition to restrain the registrar from doing that which he was clearly bound to do by the express words of the Legislature.

CHARLES, J.—I am of the same opinion. I am of opinion that, reading section 65, the parties to the action have a right to costs subsequent to the transfer. As here there was less than £20 recovered, the judge of the county court would have had no right to allow any costs for the proceedings in the High Court, but I think that the judge of the county court was right in allowing these costs of proceedings in the county court to be taxed. The section gives a right to have these costs taxed. Appeal dismissed.—COUNSEL, *Raeclinson*; *Poyser*. SOLICITORS, *Flower & Nussey*; *Rhodes & Son*, for *Steward & Rouse*, Ipswich.

[Reported by Sir SHEPHERD BAKER, Bart., Barrister-at-Law.]

## Bankruptcy Cases.

*Ex parte HUGHES AND OTHERS, Re HOWES*—Q. B. Div., 10th May.

**BANKRUPTCY—BANKRUPTCY NOTICE**—"IN ACCORDANCE WITH JUDGMENT"—ACTION BY TRUSTEES—NAMES OF TRUSTEES OMITTED FROM NOTICE—BANKRUPTCY ACT, 1883, s. 4, SUB-SECTION 1 (g).

By section 4, sub-section 1, of the Bankruptcy Act, 1883, a debtor commits an act of bankruptcy (g) "If a creditor has obtained a final judgment against him for any amount, and execution thereon not having been stayed, has served on him . . . a bankruptcy notice . . . requiring him to pay the judgment debt in accordance with the terms of the judgment, or to secure or compound for it to the satisfaction of the creditor or the court, and he does not . . . either comply with the requirements of the notice or satisfy the court that he has a counter-claim," &c. On November 5, 1889, a writ was issued in the names of A., B., C., and D. as plaintiffs against the debtor and his mother for damages for breach of covenant to repair contained in a lease. On April 24, 1890, interlocutory judgment was signed for want of defence, and on August 11, 1891, final judgment was signed for £166 11s. 4d. The judgment purported to be in the name of "A. and others," without mentioning B., C., and D. On January 22, 1892, a bankruptcy notice was issued against the debtor, one of the defendants, in the name of "A. and others," without mentioning B., C., and D. by name, but adding the words "trustees of" a certain charity. The registrar of the county court at Stafford set aside the bankruptcy notice, and from that decision the creditors now appealed.

THE COURT (POLLOCK, B., and VAUGHAN WILLIAMS, J.) dismissed the appeal. POLLOCK, B., said that the court was driven to the conclusion that this bankruptcy notice was wrong in form. It was founded on a judgment of the Queen's Bench Division, and that judgment was founded on a writ which was entitled as plaintiffs in the names of the Rev. N. T. Hughes and a number of other gentlemen, without shewing the right or title in which they sued. There was no appearance, and the judgment was in the names of the Rev. N. T. Hughes "and others." Then came the bankruptcy notice, which unfortunately took up a third and new form, not setting out all the names, but setting out the Rev. N. T. Hughes "and others" and, for the first time, "trustees of St. John's Hospital, Northampton." The notice was the usual one calling on the debtor to pay the amount due, and the court must come to the conclusion that it was a bad notice. It was not in accordance either with the judgment or the writ. It might be said that the objection taken was a technical objection, but, taking the business of the courts as a whole, it would be found that more trouble and expense would be incurred by attempting to put technical objections right than for the courts to say that the document must be drawn up in proper form.

VAUGHAN WILLIAMS, J., concurred, and said that it had been argued that if the bankruptcy notice was bad in form that the court had power to amend it. But the court ought hardly ever to amend a bankruptcy notice. Noncompliance with such notice brought about penal consequences, and the court ought to be very sparing in amending it.—COUNSEL, *Muir Mackenzie*; *Herbert Reed*. SOLICITORS, *Phipps & Watkins*, for A. Phipps, Northampton; A. C. Doyle, for F. W. Thompson, Stafford.

[Reported by C. F. MORRELL, Barrister-at-Law.]

## LAW STUDENTS' JOURNAL.

### CALLS TO THE BAR.

The following gentlemen have been called to the Bar by the several societies named:—

Lincoln's Inn.—William Bernard Blackwell, University of London; Francis Arthur Morton, B.A., Oxford; Percy John Kendall, B.A., Oxford; Rowland Thomas Mortimer Berkeley, B.A., Cambridge; Arthur Richard Appach, M.A., Oxford; and Lala Parkash Chand.

Inner Temple.—Henry Boyd Carpenter, M.A., Cambridge; Richard Davies Garmons-Williams; Richard Berens, M.A., Oxford; Irving Kent, B.A., Oxford; James William Herschell Gully, B.A., Oxford; Balhazar Stephen Sargent Foster, B.A., Oxford; Philip Joseph Gutierrez Henriques, B.A., Cambridge; Harry Knox, B.A., Oxford (holder of a scholarship in Real Property Law, awarded February, 1892); Robert Matteson Johnston, B.A., Cambridge; Alan Frederick Hogg, B.A., Cambridge; James Ashton Fairhurst, B.A., Cambridge; Charles Henry Evan-Thomas, B.A., Cambridge; Oluosomoka Rotimi Aladé; Charles Bathurst, B.A., Oxford; Vivian

Matthews; James Cadell Garrick, B.A., Cambridge; Horace Maxwell Johnson, Oxford; Harry Edward Melville, B.A., Oxford; John Michael Porral, London; Richard England Jackson, B.A., Cambridge; James Burehell, B.A., Cambridge; Sydney Hilton Barber, LL.B., Cambridge; Allen Henry Powles, M.A., Oxford; Bertram Robert Gibson, B.A., Oxford; Henry Straus Quixano Henriques, B.A., Oxford (Vinerian scholar, holder of a scholarship in Common Law, awarded February, 1892); Henry Soper Cox, Cambridge; Chief Kofi Asaam; Daniel Logan, Cambridge; Mathura Prasada Srivastava; Louis Norbert Joseph M'Vane; and John Correia.

Middle Temple.—Charles Vandeleur Creagh, C.M.G., Governor of North Borneo and Labuan; David Lewis Harris, M.A., Downing College, Cambridge; Thomas Griffith Davies, B.A., Jesus College, Oxford (lecture prize Real and Personal property); Walter Kennedy M'Dougall, M.A., Oriel College, Oxford; Michael James Farrelly, M.A., LL.B., of the Irish Bar (Barston law scholar, Brooke Exhibitioner, Royal University, Ireland); Cyril Vyvyan Hawksford, B.A., Merton College, Oxford; Mathew Robert Stedman; Charles Andrew O'Brien, of the Irish Bar, B.A., LL.D., Royal University, Ireland, 1st and 2nd class Middle Temple Common Law scholar; Fateh Chand Mehta, B.A., Christ's College, Cambridge; Lawrence Duckworth; Thomas Sherren Whittaker, B.A., Trinity College, Cambridge; Dadabhai Mancherji Colah, Bombay University; John Frederick Devenish-Meares, B.A., University of Dublin; Hugh Chisholm, B.A., Corpus Christi College, Oxford; Nicholas Julian Patterson, B.A., Durham University; Alfred Adam; Mirullah Shah; Wilfred Jadown Swaries, B.A., Calcutta University; George Langford Gibson, University of London; Edward Clarence Jackman (prizeman in Equity and Real and Personal Property); Mancherji Kharsedji Lalkaka, Bombay University; Greenidge Elliott (Equity and Common Law, £70 prize), University of London; Josiah Kipping Mackay; Mahomed Nujmul Huda; and Ruffuddin Ahmad Moulvi, King's College, London.

Gray's Inn.—Neville Skottowe Parker, Cambridge, LL.B., Law Tripos, 1887; James Richard Seanor, B.A., London University, and LL.B., Victoria University; Dauntsey Law Scholar, 1887, Owens College, Manchester; Charles Ernest St. John Branch, B.A., B.C.L., Durham University; Arthur Sigfrid May, B.A., late Andrew Civil Law Exhibitioner, Casberd Exhibitioner, and Vernon Exhibitioner, of St. John's College, Oxford; Holt Scholar of Gray's Inn, 1890, and prizeman of the Council of Legal Education 1890; and James Corner.

## THE INCORPORATED LAW SOCIETY.

### HONOURS EXAMINATION.

April 1892.

At the examination for honours of candidates for admission on the roll of solicitors of the Supreme Court, the examination committee recommended the following as being entitled to honorary distinction:—

### FIRST CLASS.

[In Order of Merit.]

Charles Frederick Tolmé Blyth, LL.B., B.Sc., who served his clerkship with Mr. Edmund Kell Blyth, of London.

Cecil George Brown, LL.B., who served his clerkship with Mr. Edwin Williams, of London.

Charles Alderson, who served his clerkship with Mr. William Henry Brett, of Morpeth.

### SECOND CLASS.

[In Alphabetical Order.]

William Henry Behrens, who served his clerkship with Mr. Charles Leopold Samson, of the firm of Messrs. Grundy, Kershaw, Saxon, & Samson, of Manchester.

Thomas James Byrne, who served his clerkship with Mr. Charles Adshedd Loxton, of the firm of Messrs. Loxton & Newman, of Walsall.

Frederick Burrington Dingle, who served his clerkship with Mr. Samuel Southall, of Worcester; and Messrs. Church, Rendell, Todd, & Co., of London.

Henry Hodge, who served his clerkship with Messrs. Thomas Ward Hearfield & Lambert, of Hull.

Walter Robert King, who served his clerkship with Mr. William Allison, of the firm of Messrs. Allison & Allison, of Louth; and Messrs. Hicks & Son, of London.

James Pritchard, who served his clerkship with Mr. William Saunders Smith, of Wednesbury; Mr. Underhill, of Wolverhampton; and Messrs. Legge, Fagge, & Andrews, of London.

Alan Thatcher, who served his clerkship with Mr. Alfred Campbell Bazett, of Newbury; and Messrs. Pitman & Son, of London.

### THIRD CLASS.

[In Alphabetical Order.]

George Locking Bennett, B.A., who served his clerkship with Mr. Robert Stephenson, of Great Grimsby; and Messrs. Williamson, Hill, & Co., of London.

Francis Spranger Green, who served his clerkship with Mr. Henry George Green, of the firm of Messrs. Green & Moberly, of Southampton.

Harold Holmes, who served his clerkship with Mr. Alfred Henry Holmes, of London.

Griffith Caradog Rees, who served his clerkship with Mr. Charles Roberts, of Birkenhead; and Messrs. Bell & Amos, of London.

Miles Walter Watson, who served his clerkship with Mr. Richard Fothergill Brunskill, of London.

Arthur Wintle, who served his clerkship with Mr. John Bryan, of Gloucester; and Messrs. Bloxam, Ellis, & Co., of London.

The Council of the Incorporated Law Society have accordingly given class certificates and awarded the following prizes of books:—

To Mr. Blyth—Prize of the Honourable Society of Clement's-inn—Value 10 guineas; the Daniel Reardon Prize—Value about 25 guineas.  
To Mr. Brown—Prize of the Honourable Society of Clifford's-inn—Value 10 guineas.

To Mr. Alderson—Prize of the Honourable Society of New-inn—Value 5 guineas.

The council have also awarded to Mr. Alderson "The John Mackrell Prize"—Value about £12 10s.

The council have given class certificates to the candidates in the second and third classes.

Forty-nine candidates gave notice for the examination.

## NEW ORDERS, &c.

### HIGH COURT OF JUSTICE—CHANCERY DIVISION.

#### ORDER OF COURT.

Thursday, the 12th day of May, 1892.

Whereas, from the present state of the business before Mr. Justice Chitty, Mr. Justice North, Mr. Justice Kekewich, and Mr. Justice Romer respectively, it is expedient that a portion of the causes assigned to Mr. Justice Chitty, Mr. Justice North, and Mr. Justice Kekewich should for the purpose only of hearing or of trial be transferred to Mr. Justice Romer; Now I, the Right Honourable Hardinge Stanley, Baron Halsbury, Lord High Chancellor of Great Britain, do hereby order that the several causes and matters set forth in the schedules hereto, be accordingly transferred from the said Mr. Justice Chitty, Mr. Justice North, and Mr. Justice Kekewich to Mr. Justice Romer, for the purpose only of hearing or of trial, and be marked in the cause books accordingly. And this order is to be drawn up by the registrar and set up in the several offices of the Chancery Division of the High Court of Justice.

#### FIRST SCHEDULE.

FROM MR. JUSTICE CHITTY.

1891.

Lewes v Harwood 1891 L 416 Dec 21  
Jenkyn v Jenkyn 1891 I 1,190 Dec 21  
1892.  
Reed v Aver 1891 R 971 Jan 8  
Smith v Roots 1891 S 4,535 Jan 11  
Frankeiss v Eaverstock 1891 F 1,389 Jan 11  
Parry v Parry 1891 P 1,476 Jan 12  
Carter v Carter 1891 C 2,497 Jan 12  
Hogan v Crowther 1891 H 1,518 Jan 15  
Felton v Read 1890 F 761 Jan 15  
Ackroyd v Barker 1891 A 644 (Bradford Dist. Reg.) Jan 15  
O'Neill v Watson 1891 B 9,958 Jan 18  
Midland Railway Co v Rylands 1891 M 3,089 Jan 28  
Smith v Gardner 1891 S 2,736 Jan 30  
Haygarth v Collings 1891 H 4,017 Feb 3  
Ealing v Puttman 1891 E 267 Feb 3  
Vincent v Ferguson 1891 V 199 Feb 6  
Morgan v House Property & Investment Co, ld 1891 M 1,149 Feb 8  
In re Shanks, dec Bell v Vasey 1891 S 3,938 Feb 9  
Jobson v Palmer 1891 I 170 Feb 12  
In re Dudding, dec Mankin v Bantoft 1891 D 743 Feb 17  
Conservators of River Thames v London, Tilbury, & Southend Ry Co 1891 C 3,916 Feb 19  
White v Lily 1891 W 3,825 Feb 20  
Holdsworth v Kittoe 1890 H 2,478 Feb 20  
In re J Gifford, dec Durrant v Gifford 1891 G 1,327 Feb 26  
Wilkinson v Green 1891 W 2,518 March 2  
Street v Binns 1891 S 192 (Bradford Dist. Reg.) March 3  
In re Pearce, dec Pearce v Crickett 1891 P 2,525 March 4  
Whadcoat v Shropshire Ry Co 1891 W 2,102 March 8

1891.

Howell v Maclean 1891 H 658 Aug 10

1892.

Ponsford v B. Smith & Son 1891 P 2,060 March 5  
McNiell v Bexley Heath Ry Co 1892 M 49 March 10  
Jackson v Jackson 1891 J 882 March 10  
In re J Douglass, dec Coward v Winter 1891 D 2,235 March 11  
Welby v Thimbleby 1892 W 126 March 11  
Edwards v Shaw 1889 E 784 March 14  
Ranken v Mansell 1891 R 2,362 March 16  
Colborne v Newmann 1892 C 55 March 18  
Stretton v Stretton 1890 S 4,083 March 19  
Wilson v Elkington 1891 W 4,232 March 19  
Howard v Blalberg 1891 H 4,443 March 21  
Fields v Sykes 1891 F 1,784 March 24  
Stoy v Duncan 1891 S 3,451 March 29  
London Trust Co, ld v Mackenzie 1891 L 2,806 March 30  
Weller-Poley v Nash 1890 P 2,218 March 30  
Rendell v Bradford Old Bank, ld 1891 R 303 (Bradford Dist. Reg.) April 4  
Harrison v Whiting 1891 H 2,378 April 4  
In re Poole, dec How v Poole 1891 P 1,279 April 7  
Boulton & Co v Bradley 1892 J 113 April 9  
Williams v White 1891 W 2,140 April 12  
Muller v Borthwick, Wark & Co 1891 M 2,727 April 14

#### SECOND SCHEDULE.

FROM MR. JUSTICE NORTH.

1891.

Blake v Solomon 1891 B 1,815 June 22  
Baker v Williams 1891 B 2,070 June 23  
George v Inston 1890 G 1,253 June 25  
Harrison v Freeth, Rawson, &c 1891 H 1,284 June 25  
Ellis v Hills 1891 E 245 June 27  
In re Bateson, Yoxall v Simpson 1891 B 1,492 July 6  
Turrell v Brown 1891 T 482 July 7  
Hepburn v Wigan 1890 H 2,049 July 15  
Elliot v Mayor, &c, of Bristol 1891 E 495 July 20  
In re Co of Financiers ld & Co's Acts Motn to rectify July 24  
Hopcraft v Bellite Explosives ld 1890 H 1,968 July 30  
Parker v Dale 1891 P 864 Aug 1  
Local Bd &c of Hanwell, Middlesex v Wenham 1890 H 2,132 Aug 3  
In re Clarke, Harding v Clarke 1891 C 1,966 Aug 6  
Freeman v Greig 1891 F 453 Aug 6  
British Electric Light Co v Woodhouse & Rawson Manufacturing Co ld 1891 B 1,183 Aug 7  
Brogden & Sons v Lancaster Banking Co 1890 B 4,719 Aug 7  
Bromilow v Phillips 1891 B 809 Aug 11  
Lord Ashburton v Worthington 1891 A 569 Aug 11  
Godden v Holdway 1891 G 863 Aug 12  
Quorn Ranch Co ld v Martin 1891 Q 266 Aug 12  
Same v Same 1891 Q 917 Aug 12  
In re Scovell, Scovell v Scovell 1891 S 1,940 Aug 27  
Heinekey v Harrison 1891 H 2,111 Oct 26  
Fox v Jerome 1891 F 1,874 Oct 27  
Selby v Shortlands & Nunhead Ry Co 1891 S 703 Oct 29  
Williams v Smith 1891 W 1,336 Oct 30  
Withers v Carwardine & Co 1891 W 1,398 Oct 30  
Mayer v Godfrey 1890 M 2,518 Nov 2  
Salmon v Salmon 1891 S 1,775 Nov 3  
Maughling v Jackson 1891 M 990 Nov 4  
Attorney-General v Fareham Guardians 1885 A 196 Nov 12  
In re Robinson Robinson v Grindell 1891 R 403 Nov 17  
Attorney-General v Wethered 1890 A 699 Nov 18  
Lee v Pawley 1891 L 243 Nov 21  
Goodall, Backhouse, & Co v Birmingham Vinegar Brewery Co, ld 1891 G 1,333 Nov 26  
Lichtenstein & Co v Haeseler 1891 L 1,978 Dec 1  
Riley v Scharien 1891 R 1,110 Dec 5  
Rooke v Rooke 1891 B 2,224 Dec 5  
O'Meara v Santa Fé Land Co, ld 1891 O 804 Dec 9  
Bowles v Elletson 1890 B 4,974 Dec 12  
Maxim Nordenfelt Guns, &c, Co, ld v Nordenfelt 1891 M 779 Dec 14  
Raphael v Lazarus 1891 R 1,476 Dec 15  
Rutty v Goddard & ors 1891 R 1,243 Dec 15  
Larkins v Larkins 1891 L 2,079 Dec 17  
Bevan v Lon Portland Cement Co, ld 1891 B 3,993 Dec 17  
Burdett & Harris v Humpage 1891 B 3,667 Dec 22  
Bliss v Dennis 1891 B 1,875 Dec 23  
In re H Jones Ellis v Jones 1891 J 904 Dec 23  
Hopkinson v St James' & Pall Mall Electric Light Co, ld 1891 H 3,361 Dec 24

#### THIRD SCHEDULE.

FROM MR. JUSTICE KEKEWICH.

1891.

Quarumby v Fryer 1890 Q 2,536 Aug 14  
Webb v Bowen 1890 W 2,037 Aug 15  
Swansea Hematite Iron Co, ld v Mannesman Tube Co, ld 1890 S 3,617 Aug 27  
Bright v Dewar 1891 B 1,487 Sept 8  
Bevan v Arkell 1891 B 190 Sept 8  
Coward v Steele 1891 C 418 Sept 9  
Baker v Kinnell 1890 B 2,273 Sept 30  
Hutton v Allbutt 1891 H 834 Oct 15  
Foulkes v Hitchcock 1891 F 710 Oct 27  
Carter v Haldeman 1890 C 1,831 Oct 28  
Curwood v Jennings 1890 C 3,748 Oct 30  
Bainbridge v Edwards 1891 B 2,174 Nov 7  
Rickarby v Strong 1891 R 1,026 Nov 7  
Cornwell v Sedger 1891 C 645 Nov 10  
Hickman v Berens 1891 H 1,712 Nov 13  
Baker v Kent, Sussex, & General Land Co 1891 B 3,044 Nov 17  
Hankin v Hore 1891 H 1,148 Nov 18  
White v Hart 1891 M 1,272 Nov 18  
Graham v Graham 1891 G 226 Nov 20  
Bradford v Greta Collieries, ld 1890 B 3,448 Nov 23  
Baese v Luson 1889 B 5,254 Nov 26  
Laine v Herold 1891 L 1,218 Nov 27  
Kennedy v Jones 1891 K 547 Nov 28  
Bentick v Union Dist Co of London, ld 1890 B 5,606 Dec 2  
Warren v Warren 1891 W 3,496 Dec 2  
Lowe v Morrill 1891 L 619 Dec 5  
Hazzell v London County Council 1891 H 3,719 Dec 8  
Easton v Penny 1891 E 932 Dec 9  
Filmer v Cook 1891 F 602 Dec 15  
White v Pottow 1891 W 2,884 Dec 15  
Willett v Boulton 1891 W 1,330 1891 W 0,301 Dec 16  
Milton v Milton 1889 M 1,275 Dec 21  
Burnay v Ambaca Ry Constructa Co, ld 1891 B 1,638 Dec 24



1892.  
 Weston v Gillespie 1891 W 3,143 Jan 2  
 Proctor v Perry 1889 P 2,792 Jan 2  
 Godman v Herbert Herbert v Godman 1891 G 422 Jan 7  
 Flint v Howard 1891 F 911 Jan 7  
 Cook v Cooke 1891 C 3,646 Jan 8  
 Burnaby v Hurt Hurt v Fitzgerald 1890 B 5,402 Jan 8  
 Jones v Howell 1891 J 120 Jan 8  
 Wieland v Ledger 1891 W 1,117 Jan 9  
 Bell v Harrison 1891 B 1,675 Jan 12  
 In re Santa Rosalia, &c, Copper Co, ld and Co's Acts Motn Jan 14  
 Official Liqr of Blackburn, &c Benefit Building Soc v Welby 1891 B 3,171 Jan 14  
 Watkinson & Sons ld v Lon and South Wales Coal Co ld 1891 G 1,126 Jan 18  
 Tucker v Vowles 1891 T 1,461 Jan 20  
 Stebbing v D'Ardenne 1891 S 2,581 Jan 22  
 In re Bushnell Bruton v Martin 1891 B 2,404 Jan 22  
 Capell v Humble 1891 C 3,780 Jan 23  
 Paine v Thompson 1891 S 2,819 March 1

HALSBURY, C.

## WHITSUN VACATION, 1892.

## NOTICE.

There will be no sitting in court during the Whitsun Vacation.  
 During Whitsun Vacation:—All applications which may require to be immediately or promptly heard are to be made to the Honourable Mr. Justice Collins.

Mr. Justice Collins will act as Vacation Judge from Saturday, June 4th, to Monday, June 13th, both days inclusive. His Lordship will sit in Queen's Bench Judges' Chambers on Wednesday, June 8th, and Thursday, June 9th. On other days within the above period, applications in urgent Chancery matters may be made to his Lordship at 3, Bramham-gardens, Earl's Court, S.W.

In any case of great urgency, the Brief of Counsel may be sent to the Judge by Book-post, or parcel, prepaid, accompanied by Office Copies of the Affidavits in support of the application, and also by a Minute, on a separate sheet of paper, signed by Counsel, of the Order he may consider the applicant entitled to, and an envelope capable of receiving the Papers, and addressed as follows:—"Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Chambers, Royal Courts of Justice, London, W.C."

On applications for Injunctions, in addition to the above, a Copy of the Writ, and a Certificate of Writ issued, must also be sent.

The Papers sent to the Judge will be returned to the Registrar.

## LEGAL NEWS.

## APPOINTMENTS.

Mr. EDWARD HENRY BUSK, M.A., LL.B. Lond., solicitor, has been appointed Chairman of Convocation, University of London. Mr. Busk was admitted in Easter, 1868. He is reader of Elementary Law to the Incorporated Law Society and a commissioner for oaths.

Mr. CHARLES JOHN DARLING, Q.C., M.P., has been elected a Benchers of the Inner Temple in succession to the late Mr. Mackeson, Q.C. Mr. Darling was called to the bar at the Inner Temple in 1874, and went the Oxford Circuit. He was appointed Q.C. in 1886.

Sir HORACE DAVEY, Q.C., M.P., has been elected Chairman of the Council of Law Reporting on the retirement of Mr. Joseph Brown, Q.C. Sir Horace was educated at Rugby School and University College, Oxford, of which he became scholar and afterwards fellow. He was called to the bar at Lincoln's-inn in January, 1861; was appointed Queen's Counsel in June, 1875, and a benchers in 1878. He was Solicitor-General in Mr. Gladstone's Ministry in 1886.

Mr. F. MEADOWS WHITE, Q.C., has been elected Vice-Chairman of the Council of Law Reporting. Mr. White was called to the bar at the Middle Temple in Michaelmas, 1853. He is Recorder of Canterbury. He goes the South-Eastern Circuit.

Mr. WALTER ANDREW, solicitor, 4, New-court, Carey-street, has been appointed a Commissioner for Oaths. Mr. Andrew was admitted in March, 1884.

Mr. WILLIAM BANCROFT, solicitor, Northwich, has been appointed a Commissioner for Oaths. Mr. Bancroft was admitted in March, 1886.

Mr. WILLIAM HENRY BELL, solicitor, Woolston, Southampton, has been appointed a Commissioner for Oaths. Mr. Bell was admitted in March, 1889.

Mr. ROBERT CARTER, solicitor, Sunbury-on-Thames, has been appointed a Commissioner for Oaths. Mr. Carter was admitted in January, 1886.

## CHANGES IN PARTNERSHIP.

## DISSOLUTIONS.

HENRY BOSTOCK and ARTHUR WALKER, solicitors (Bostock & Walker), New Mills, Derbyshire. April 30. The said business will in future be carried on by the said Arthur Walker.

JOSEPH THOMPSON and JAMES CRAVEN, solicitors (Thompson & Craven), Preston. April 12. The said Joseph Thompson will, on and after the 1st

of June next, carry on business in his own name at 43, Lune-street, Preston, aforesaid, and the said James Craven will, on and after the said 1st of June next, carry on business in his own name at 34, Winckley-square, Preston, aforesaid.

[Gazette, May 13.]

WILLIAM AGATE and EDWARD WILLIAM GARNETT, solicitors, Savoy-mansions, Savoy, Strand. Nov. 11, 1891.

[Gazette, May 17.]

## INFORMATION WANTED.

HENRY EVERETT, Esq., deceased.—Will wanted.—The Will of Henry Everett, late of No. 7, Fig Tree-court, Temple, E.C., and of Biddesden House, in the county of Wilts, Esquire, barrister-at-law, deceased, who died on the 9th of February last, and which is supposed to bear date either in the year 1879 or in or about the years 1886-87 is missing. Any person who can give any information that will lead to the recovery of either of these wills, or of any other, or any person who attested Mr. Everett's execution of a will, is requested to communicate at once with the undersigned and will be rewarded.—SMITH & SOX, Solicitors, Andover, Hants.—5th May, 1892.

## GENERAL.

Lord Justice Bowen returned to the courts on Monday, instead of Tuesday, as was arranged at the time we went to press last week. It is hoped that his health is entirely re-established.

The Times says that Sir Charles Butt is still staying at Wiesbaden, and is improving in health. It is not anticipated, however, that he will resume his seat in court again before the Trinity Sittings.

A judge of the First Division of the Court of Appeals, says the Albany Law Journal, told us very recently that his branch of the court had decided five hundred and fifty cases in twelve months. It strikes us that although this is an evidence of great industry and fidelity, the court are deciding their cases too hurriedly. It is our belief, and it seems the general impression among the legal profession, that no appellate court can properly decide two cases a day. No one man can do it, and seven ought to act as one. The result is that the one man who writes the opinion practically decides the case in the great majority of instances, and that the consultation simply serves as a vehicle of dissent or modification in cases of striking or glaring lack of harmony with the common sense of the other six.

A correspondent of the Times says that, "many years ago, shortly after the elevation of the late Lord Bramwell to the bench, he was trying prisoners at Maidstone, and sat very late in order to dispose of the last case. I attended him as my father's deputy, who was under-sheriff at the time. On the conclusion of the case I conducted the judge across the dimly-lighted court-hall to his carriage; with the exception of a few javelin men no one was present. On the door of the carriage being flung open the long neck of a gigantic goose stretched forth to receive his lordship, having been placed there by some practical joker. The Baron, undismayed by the incident, promptly turned to me and said, 'Now, Mr. Under-sheriff, is your opportunity for a levy.' The bird was immediately seized and conveyed to my father's house."

## COURT PAPERS.

## SUPREME COURT OF JUDICATURE.

## ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 2.	Mr. Justice CHITTY.	Mr. Justice NORTH.
Monday, May .....	Mr. Farmer	Mr. Ward	Mr. Beal
Tuesday .....	Rolt	Pemberton	Pugh
Wednesday .....	Farmer	Ward	Beal
Thursday .....	Rolt	Pemberton	Pugh
Friday .....	Farmer	Ward	Beal
Saturday .....	Rolt	Pemberton	Pugh
	Mr. Justice STIRLING.	Mr. Justice KEKEWICH.	Mr. Justice ROMER.
Monday, May .....	Mr. Leach	Mr. Jackson	Mr. Carrington
Tuesday .....	Godfrey	Clowes	Lavie
Wednesday .....	Leach	Jackson	Carrington
Thursday .....	Godfrey	Clowes	Lavie
Friday .....	Leach	Jackson	Carrington
Saturday .....	Godfrey	Clowes	Lavie

## BIRTHS, MARRIAGES, AND DEATHS.

## BIRTHS.

BALDWIN.—May 7, at 30, Scarborough-road, Upper Tollington-park, N., the wife of Arthur Baldwin, solicitor, of a son.

DUGDALE.—May 9, at 29, Eaton-square, the wife of John Stratford Dugdale, Q.C., M.P., of a daughter.

FALLS.—May 3, at 33, Fitzwilliam-square, Dublin, the wife of T. Falls, solicitor, of a son.

HILL.—May 10, at The Lindens, Epworth, the wife of Lionel Furneaux Hill, M.A., barrister-at-law, of a daughter.

JEFFERY.—May 17, at Oak Mount, Manningham, Bradford, the wife of Herbert J. Jeffery, solicitor, of a daughter.

NEED.—May 11, at The Parks, Uttroseter, the wife of William George Need, solicitor, of a son.

PULLING.—May 15, at 26, Edwards-square, Kensington, W., the wife of Alexander Pulling, junior, barrister-at-law, of a daughter.

SADLER.—May 13, at 42, Harrington-gardens, S.W., the wife of Thomas Sadler, Esq., of the Inner Temple, barrister-at-law, of a daughter.

## MARRIAGE.

HAIGH—CARR.—May 5, at Trinity Wesleyan Chapel, Southport, John Haigh, of Bellevue House, Lindley, solicitor, Official Receiver for the Huddersfield District, to Eliza, the widow of John Carr, of Southport.

## DEATHS.

BRAMWELL.—May 9, at his residence, Four Elms, Edenbridge, Kent, The Lord Bramwell aged 88.

**CLAPHAM.**—May 7, Alfred Henry Clapham, solicitor, of Thurbly, Woodford Bridge, Essex an 15, Devonshire-square, Bishopsgate, London, aged 60.  
**CORNELL.**—May 14, at Redcliffe, Streatham-park, S.W., William Cornell, M.A., late District and Sessions Judge, Bengal C. S., aged 60.  
**CRUTTWELL.**—May 12, at Kibworth Rectory, Leicester, Charles James Cruttwell, barrister-at-law, of 15, Drayton-gardens, London, and late of the Inner Temple, aged 80.  
**FORD.**—May 14, at 15, Wetherby-gardens, S.W., William Ford, barrister-at-law, of the Middle Temple, barrister-at-law, aged 71.  
**SAUNDERS.**—May 11, at Hill Lawn, Chipping Norton, George Henry Saunders, solicitor, town clerk of Chipping Norton, aged 50.

**WARNING TO INTENDING HOUSE PURCHASERS & LESSORS.**—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, next the Meteorological Office, Victoria-st., Westminster (Estab. 1876), who also undertake the Ventilation of Offices, &c.—[ADVT.]

### WINDING UP NOTICES.

London Gazette.—FRIDAY, May 13.

#### JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

**ALNWICK INDUSTRIAL CO-OPERATIVE SOCIETY, LIMITED.**—Creditors are required, on or before June 1, to send their names and addresses, and the particulars of their claims, to William Wright, 1, West parade, Alnwick. Elsdon & Dransfield, Newcastle upon Tyne, solers for liquidator.  
**BARBADOS WATER SUPPLY CO., LIMITED.**—Petn for winding up, presented May 7, directed to be heard on May 21. Fiedgates, Craig's ct, Charing Cross, solers for petners.  
**LEICESTER MANUFACTURING CO., LIMITED.**—Creditors are required, on or before June 1, to send their names and addresses, and the particulars of their debts or claims, to Alfred Lister Blow, 23, King st, Cheapside. Riley, Moorgate st, soler for liquidator.  
**ORE REDUCTION AND SMELTING CO. OF SOUTH AFRICA, LIMITED.**—Creditors are required, on or before June 25, to send their names and addresses, and the particulars of their debts and claims, to James Bishop Laurie, 2, Gresham bldgs, Basinghall st.  
**STAGSHAR IRONSTONE CO., LIMITED.**—By an order made by Stirling, J., dated May 3, it was ordered that the voluntary winding up of the company be continued. Hollam & Co, Mining lane, agents for Belk & Cochrane, Middlesborough, solers for petner.  
**W. POWELL & SONS, LIMITED.**—Petition for winding up, presented May 10, directed to be heard on Saturday, May 21. Dawes & Sons, Angel ct, Throgmorton st, solers for petner. Notice of appearing must reach the abovenamed not later than six o'clock in the afternoon of May 20.  
**W. POWELL & SONS, LIMITED.**—Petition for winding up, presented May 9, directed to be heard before Vaughan Williams, J, on May 21. Slaughter & May, Austinfriars, solers for petners. Notice of appearing must reach the abovenamed not later than six o'clock in the afternoon of May 20.  
**WATERWORKS AND GASWORKS SECURITIES CORPORATION, LIMITED.**—Creditors are required, on or before June 20, to send their names and addresses, and the particulars of their debts or claims, to Andrew Wallace Barr, Copthall House, Copthall avenue.

London Gazette.—TUESDAY, May 17.

#### JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

**HARBORNE MASONIC HALL CO., LIMITED.**—Creditors are required, on or before May 31, to send in their names and addresses, and the particulars of their debts or claims, to B. S. Filose Spencer, Grosvenor chambers, Corporation st, Birmingham.  
**HETWOOD CHEMICAL CO., LIMITED.**—By an order made by Stirling, J., dated May 7, it was ordered that the voluntary winding up of the company be continued. Pritchard & Co, Little Trinity lane, agents for Lambert, Manchester, soler for petner.  
**LUCCHES LIGHT CO., LIMITED.**—Petn for winding up, presented May 12, directed to be heard on May 28. Hilder, Arundel st, Strand. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of May 25.  
**MERMAID BATHING AND SWIMMING CLUB CO., LIMITED.**—Creditors are required, on or before June 18, to send their names and addresses, and the particulars of their debts or claims, to John Shelly, 20, Princess sq, Plymouth.  
**PHOENIX TRUST CO., LIMITED.**—Petn for winding up, presented May 14, directed to be heard on May 28. Blount & Co, Arundel st, Strand, solers for petner.  
**SMITH, HOLLINRAKE, & CO., LIMITED.**—Creditors are required, on or before July 8, to send their names and addresses, and the particulars of their debts or claims, to Isaac Ades, 64, Faulkner st, Manchester. Cobbett & Co, solers for liquidator.  
**WESTERN DISTRICT ARMY AND NAVY CO-OPERATIVE SOCIETY, LIMITED.**—Creditors are required, on or before June 24, to send their names and addresses, and the particulars of their claims, to George Buckthought, William Chirgwin, and Joseph Hornabrook Sandbrook, Wilts and Dorset Bank chambers, George st, Plymouth.

UNLIMITED IN CHANCERY.

**COMPANY OF PROPRIETORS OF ST GEORGE'S HALL, STONEHOUSE.**—Creditors are required, on or before May 20, to send their names and addresses, and the particulars of their debts or claims, to Henry Davey, 8, Alfred st, Plymouth.

#### FRIENDLY SOCIETIES DISSOLVED.

**SOMERBY UNION CLUB SOCIETY,** Somerby, Grantham, Lincoln. May 11  
**WORTH FRIENDLY SOCIETY,** Fox Inn, Worth, Crawley, Sussex. May 11

### CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, May 3.

**ATKINSON, JOHN ALLEN,** Quality ct, Chancery lane, Law Stationer June 1 Howse, Abchurch yd  
**AUCKLAND, MARY, LOMES, SUMEX** June 10 Hillman, Lewes  
**BEAUMONT, HARRIET,** Reigate, Surrey June 4 Down & Co, Dorking  
**BLACKBURN, ELIZABETH,** King's Langley June 13 Rivington & Son, Penchurch bldgs  
**BOSTOCK, JAMES, Moss Side, Lancs** May 31 Darbishire & Co, Manchester  
**BROMLEY, CAPT CHARLES, R N,** Adam st, Adelphi June 10 Ed Bromley, Eccleston sq  
**CHAPMAN, HENRY, Mundford, Norfolk, Gent** May 28 Francis & Back, Norwich  
**CHAPMAN, JOHN,** Kingston upon Hull, Painter May 11 Jacobs & Dixon, Hull  
**COLLINS, JOHN, Crabtree, Sheffield, Steel Works Manager** June 1 Irons, Sheffield  
**COBBETT, PEYCE, Devonian chambers, Curator at, Gent** June 20 Tittle, South sq, Gray's Inn  
**COTTON, SIR HENRY, SUMEX sq, Hyde pk** June 1 Pridemore & Sons, Goldsmiths' Hall  
**CROFT, WILLIAM BRUNBY, Coleman st, Solicitor** June 20 Croft & Mortimer, Coleman st  
**DAVIES, JOHN OSBORNE, Blackburn, Congregational Minister** June 1 Needham, Blackburn

**EDMONDS, RUTH, Weston super Mare** June 16 Clarke & Sons, Bristol  
**ELLERBHAM, MARGARET, Preston** May 30 Clarke, Preston  
**FAULKNER, HENRY WILLIAM ARTHUR, St George's rd, Southwark, Physician** June 11 Jackson & Co, Old Jewry chambers  
**FILMER, MARY, Chippendale, nr Sydney, N.S.W.** June 13 Coburn, Leadenhall st  
**FOWLER, ROBERT NICHOLAS, Cornhill, Bart., Alderman and M.P.** June 29 R Smith & Sons, Lincoln's inn fields  
**FREEMAN, RICHARD, Kennington pk rd, Chemist** June 6 Jobson, Lincoln's inn fields  
**GRIMSHAW, EDWIN, Snaith, Yorks, Veterinary Surgeon** June 1 Clough, Clockheaton  
**HAMILTON, DOUGLAS, Watford, Herts, General in Indian Army** June 7 Nightingale, Crown ct, Old Broad st  
**HANSELL, ANNE, Kingston upon Hull, Gent** June 20 Thorney & Son, Hull  
**HARTON, JULIA, Grove End rd, St John's Wood** June 8 Lovell & Co, Gray's inn sq  
**JACKSON, PHILIP, Tunbridge Wells, Gent** June 1 Buss, Tunbridge Wells  
**JOESBURY, WILLIAM, Handsworth, Staffs, Gent** June 1 Assinder, Birmingham  
**LORD, JOHN, Norden, nr Rochdale, Fulling Miller** June 2 Standing & Co, Rochdale  
**MACKIE, JOHN, Crigglesstone, Sandal Magna, Yorks, Esq** May 28 Briggs, Wakefield  
**MELLODREW, JOHN, Moorside within Oldham, Cotton Spinner** August 28 Redfern & Co, Manchester and Oldham  
**OLDRIDGE, JAMES, Farnale rd, Brixton** July 7 Campbell & Co, Warwick st, Regent at  
**ORB, JANE, Cartmel, Lancs** May 31 Last, Swansea  
**PALMER, SIR GEOFFREY, Carlton Park, co Northampton, Bart** June 1 Fishers & Rocco, Essex st, Strand  
**PEARS, GEORGE, Birmingham, Japanner** June 1 Ansell & Ashford, Birmingham  
**PEARS, JAMES, Yardley, Worcs, Gent** June 3 Ansell & Ashford, Birmingham  
**PEERS, JOSEPH, Warrington, Cart Owner** May 14 Longton, Warrington  
**PERRY, GEORGE HENRY AUGUSTUS, Soulbury, Bucks, Clerk in Holy Orders** June 1 Perry, Ludgate Hill  
**PHILLIPS, DANIEL, Bedford, Feltham, Gent** June 18 Cree & Son, Gray's inn sq  
**PRENSLAND, SELINA DENNIS, Upper Tulse Hill** May 31 Sutcliffe & Summers, Chancery lane  
**REED, JOHN MURRAY, South Park, Ilford, Clerk in Civil Service** June 8 Freeman, Post's corner, Westminster  
**RUSSELL, ELIZA, Shardelose rd, New Cross** June 10 Foy, Clifford's inn, Fleet st  
**RYLANDS, JOSEPH, Waterloo, Lancs, Merchant** June 1 North & Co, Liverpool  
**SHORT, CHARLOTTE, Greenwich** May 16 Winch & Greensted, Sittingbourne  
**SHORT, HARRY, Greenwich, Railway Clerk** May 6 Winch & Greensted, Sittingbourne  
**SWAINE, RICHARD HINDS, Southsea, Gent** June 1 Stephens & Stephens, Essex st, Strand  
**WAGSTAFF, LOUISA, Waterloo rd** June 9 H. J. & T. Child, Paul's Bakehouse court, Doctor's Commons  
**WILLIAMS, DAVID WATKIN, Fairfield, nr Pontypridd, Glam, Clerk in Holy Orders** May 20 Cousins, Cardiff  
**WHITE, GEORGE HENRY, Glenthorne St Mary Church, Devon, Gent** July 1 Hooper & Wollen, Torquay  
**WILKES, PHILIP, Wednesbury, Staffs** June 1 Morris & Sons, Shrewsbury  
**WILSON, MICHAEL, Austwick, Yorks, Gent** May 23 Sharp & Son, Lancaster  
**WRIGHT, JOHN, St Leonards on Sea, Carman** May 31 Neve, St Leonard's on Sea

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**ADAMS, COKE, Saham Toney, Norfolk, Clerk in Holy Orders** June 16 Watson & Co, Bridge rd, Hammer-smith  
**ALLSTON, HENRY, West Bergholt, Essex, Yeoman** June 8 Marshall & Potter, Colchester  
**ALSTON, EDWARD DANIEL, Colchester, Master Mariner** May 31 Honey & Mellersh, Foster lane, Cheapside  
**BANKS, SARAH, Blackbrook, St Helen's** June 24 Means, St Helens  
**BAUGH, THOMAS, Leicester, Boot Factor** June 11 J & S Harris, Leicester  
**BEANLANDS, JOSEPH, Ilkley, Yorks, Grocer** June 9 Atkinson & Co, Bradford  
**BRIGHT, EMMA ELIZABETH, Moss Side, Manchester** July 7 Dixon & Linnell, Manchester  
**BUCKLEY, ROBERT, Greenfield, Saddleworth, Yorks** June 6 Darnton & Bottomley, Ashton under Lyne  
**BURNETT, NATHANIEL, Liverpool, Team Owner** July 1 Bartlett & Atkinson, Liverpool  
**CLARKE, GEORGE, Pentonville, Newport, Mon, Innkeeper** July 31 Pain & Son, Newport, Mon  
**COLE, ABRAHAM, Plymouth, Gent** July 20 Wilson & Loye, Plymouth  
**COOKE, MARY ANN, Norley, co Chester** June 10 A & J E Fletcher, Northwich  
**CURTIS, CAROLINE COLLINS, Petersfield, co Southampton** June 27 Gwill, Duke st, Adelphi  
**DAVIES, ANN, Ashton under Lyne** May 14 Pownall, Ashton under Lyne  
**DENNY, ABRAHAM, Waterford, Merchant** June 21 Bateson & Co, Liverpool  
**DONKIN, JOHN, Ponteland, Northumbld, Gent** June 2 Mather & Co, Newcastle on Tyne  
**ELMAN, CATHERINE ELIZABETH, Battle, Sussex** June 2 Ingram, Gray's inn place  
**FISHER, SARAH, Edghaston, Birmingham** June 1 Tyndall & Co, Birmingham  
**FLOWER, ANN, New Humberstone, Leics** June 10 J & S Harris, Leicester  
**FULLER, SARAH, Bath** June 1 Payne & Fuller, Bath  
**GARTSIDE, ELIZABETH SARAH, Saddleworth, Yorks** June 10 Gartside, Manchester  
**GIBBORNE, ANNE FRUSHARD, Walton upon Trent, co Derby** June 16 Small, Burton on Trent  
**GWYNNE, JAMES, Haverfordwest, Farmer** June 10 Price, Haverfordwest  
**HARDY, WILLIAM LANGLEY, Crawford st, Marylebone, Hoaler** June 8 Phelps & Co, Gresham st  
**HENNINGWAY, THOMAS, Harthead in Clifton, Yorks, Farmer** June 1 Curry, Clockheaton  
**HETWOOD, OLIVER, Pendleton, Lancs, Esq** June 18 Cunliffe & Greg, Manchester  
**HITCHES, JAMES, Telhay Pelynt, Cornwall, Yeoman** June 7 Birt & Follett, Townhall chambers, Southwark  
**HORSFIELD, CHARLES, Coburg rd, Camberwell, retired Ironmonger** June 7 Birt & Follett, Townhall chambers, Southwark  
**HOWE, GEORGE, Woolton, nr Liverpool, Gent** June 10 Burton & Coleman, Liverpool  
**HOWLETT, ELIZABETH, Neath, Glam** May 14 Williams, Neath  
**HYMAN, EMANUEL, Duke st, Stamford st, Lambeth, Rag Merchant** June 7 Birt & Follett, Townhall chambers, Southwark  
**JAKES, JAMES, Preston on Stour, Glos, Farmer** June 17 Slater & Co, Stratford upon Avon  
**JOYCE, MARGARET, Aberdeen st, Birmingham** July 6 Bowen, Birmingham  
**LEVY, PHILIP SAMUEL, Southport and Liverpool, Solicitor** June 7 Hands, Old Jewry chambers  
**LEWIS, JOHN EDWARDS, Conway, co Carnarvon, Grocer** June 1 Jones & Porter, Conway



LICHFIELD, Rt Hon THOMAS GEORGE, Earl of, Shugborough, Staffs June 5 Broughton & Co, 6 Marlborough st  
 LILLIE, Lady ELIZABETH HANNAH SCOTT, Seaton, Devon May 31 Clarke & Lukin, Chard, Somerset  
 LLOYD, SARAH JANE, Rises, Mon May 23 Edwards, Newport, Mon  
 LLOYD, WILLIAM ROBERT AUGUSTUS, Camden rd, retired Licensed Victualler June 5 Cherry, Gt James st  
 LYSCH, CHARLES MARGARETTA, South Hayling, Hants June 16 Few & Co, Surrey st, Strand  
 MAXWELL, WILLIAM ROBERT, Brighton, General in Royal Marine Light Infantry June 14 Griffith & Co, Brighton  
 MCNEIL, RICHARD, Gt James st, Bedford row, Nautical Assessor June 3 Wilson & Forman, Lincoln's inn fields  
 MORGAN, EVAN, Bridgford, Glam, Cabinet Manufacturer June 6 Ed J Morgan, 54, Lordship rd, Stoke Newington  
 NORTON, HENRY, Heigham, Norwich, Gent June 15 Cozens-Hardy & Jewson, Norwich  
 O'DONOVAN, MATHILDA ELIZABETH, Cardiff June 1 Matthews, Roath, Cardiff  
 PARKER, EMMA, Canonbury lane June 18 Layton & Co, Budge row  
 PLOWMAN, ANNA MARIA, Cullompton, Devon June 21 Holdsworth & Payne, Old Serjeant's inn, Chancery lane  
 QUINN, THOMAS, Simla, East Indies, Colonel June 6 Sutton & Co, Gt Winchester st  
 RIDDELL, FRANCIS HENRY, Laybuth, nr Bedale, Yorks, Esq June 9 Witham & Co, Gray's inn square  
 ROYDS, EDWARD EDMUND MOLYNEUX, Petersfield, Hants, Esq June 24 Stott & Son, Eochdale  
 SHAW, GEORGE WILLIAM, High st, Clapham, Gent June 7 Birt & Follett, Town hall chmbrs, Southwark  
 SILVERSIDES, JOSEPH, Gravesend, Gent June 7 Birt & Follett, Townhall chmbrs, Southwark  
 SIMON, FREDERICK SAMUEL, Port Lincoln, South Australia, Esq June 15 Gamien & Burdett, Gray's inn sq  
 SLEMECK, DANIEL, Nacton, Suffolk, Merchant July 1 Pollard, Ipswich  
 SPICER, ANN ISABELLA, Whitely, nr Newcastle on Tyne June 7 Birt & Follett, Townhall chmbrs, Southwark  
 STANFORD, EDWARD, Belton, Suffolk, Farmer June 30 Worship & Rising, Great Yarmouth  
 STEPHENSON, GEORGE, Middleton one Row, co Durham, Gent June 3 Barron & Smith, Darlington  
 STOCKER, CHARLES, Bognor, Sussex, Dairyman June 5 Staffurth, Bognor  
 TATTERSALL, THOMAS, Cleckheaton, Yorks, formerly Coal Merchant June 1 Curry Cleckheaton  
 TAYLOR, ANN, Croydon, Surrey June 11 Burton & Co, Surrey st  
 WALKER, EDWIN CHORLEY, Limehouse, Brewer June 10 Cookson & Co, Lincoln's inn fields  
 WESTBURY, SABINA, Hagworthingham, Lines, Farmer June 21 Clitherow & Eley, Horn-castle  
 WHEELER, THOMAS, Torton, Hardlebury, Worcs, Gent May 21 Ivens & Morton, Kidderminster  
 WHITEHEAD, THOMAS, Birmingham, Eating house Keeper June 1 Lane & Clutterbuck, Birmingham  
 WILSON, ELIZABETH, Baalow, co Derby July 9 Rodgers & Co, Sheffield  
 WITT, MATTHEW, Bury St Edmunds June 6 F Witt, Thurston, Bury St Edmunds  
 WYATT, THOMAS, Dalwood, Devon, retired Farmer May 31 Clarke & Lukin, Chard, Somerset

London Gazette.—TUESDAY, May 10.

BENNETT, MOSES, New Court, Carey st, Esq June 13 Robins & Co, Lincoln's inn fields  
 BOUGHEY, CATHERINE, Mccormington rd, Leytonstone June 1 Heiron, Lombard st  
 BROWN, GEORGE MANSFIELD, Liverpool June 6 Laces & Co, Liverpool  
 BUTLER, ROSAMOND MARY, Selborne, Hants June 14 Murray & Co, Birchin lane  
 CARSWELL, JAMES ARCHIBALD, Higher Broughton, Manchester June 30 Tucker, Manchester  
 CHILTON, ELIZABETH, Brighton June 24 Verrall & Borlase, Brighton  
 CLAY, JOSEPH TRAVIS, Rastrick, Halifax, Esq June 16 Chambers & Chambers, Brighthouse  
 COHEN, FRIEDERICK, Radcliffe on Trent, Notts June 10 Roscoe & Hincks, Christopher st, Finsbury sq  
 COGGINS, ALBERT EDWARD, West Twenty first st, New York, U S A, Commercial Traveller June 15 Shoubridge & May, Lincoln's inn fields  
 COOK, JOHN, Stockton on Tees, Shipsmith June 1 Watson & Co, Stockton on Tees  
 EDLESTON, MARY, Cambridge June 24 Wortham & Nash, Royston, Herts  
 FOULKE, JAMES, Eastcote, Farinet June 6 Mercer, Uxbridge  
 FULLER, JAMES, Cambridge, Whitesmith June 24 Wortham & Nash, Royston, Herts  
 FURNIS, JOHN, Mirfield, Yorks, Boot Manufacturer June 11 Jackson, Huddersfield  
 GRANT, STEPHEN, Stoughton, Wedmore, Somerset, Innkeeper June 1 Smith, Wedmore  
 GREEN, JOSEPH, Wath upon Dearne, Gent July 1 Saunders & Co, Wath upon Dearne, nr Rotherham  
 GRICK, THOMAS, Bootle, Cumbria, Merchant June 3 Brockbank & Co, Whitehaven  
 HARDIE, GORDON KENMUR, Florence rd, Ealing, Doctor of Medicine June 18 Hayward, Chancery lane  
 HOWES, GEORGE SEAMAN, Canonbury sq, retired Earthenware Dealer June 20 Francis, Chancery lane  
 JENNINGS, FRANCIS, Melbourne, Yorks, Farmer June 22 H & J R Wood, York  
 KNOLLYS, JAMES EDWARD, Fitzhead Court, nr Taunton, Land Agent June 30 Western & Sons, Essex st, Strand  
 MARTIN, SAMUEL, Nottingham, Provision Merchant July 9 Marriott, Nottingham  
 MCNEIL, RICHARD, Great James st, Bedford row, Nautical Assessor June 3 Forman, Lincoln's inn fields  
 MORGAN, LUCY, Kingston upon Hull June 7 White, Great Driffield  
 MOORE, WILLIAM HAMILTON, Glenwood House, Winchmore Hill, Schoolmaster June 10 White, the Outer Temple, Strand  
 MORGAN, EVAN, Bridgford, Glam, Cabinet Manufacturer June 6 Ed J Morgan, 54, Lordship rd, Stoke Newington  
 NORMAN, RUTH, Eardley st, Leeds June 16 Stott, Leeds  
 PEAKE, ROBERT WILLIAM, Chief Clerk, Chancery Division, High Court of Justice June 10 Peaks, Mifre court chmbrs, Temple and Houslow  
 PENFOLD, HENRY, Tunbridge Wells, retired Plumber May 31 Trevor & Co, Brighton  
 PETCH, HENRY, Wood st, Warehouseman June 17 Homewood, Old Jewry chmbrs  
 PLACE, JOHN, Southwell, Notts, Bank Manager June 18 Maples & McCraith, Nottingham  
 PURVER, MARY, Plymouth June 6 Bulteel & Rowe, Plymouth  
 RILEY, THOMAS, Banbury, Oxon, Millwright May 31 Fairfax, Banbury  
 ROUSE, MARK, Harpole, co Northampton, Gent June 6 Becke & Green, Northampton  
 SEVASTOPULO, ROWENA FAWCETT, Avonmore Mansions, West Kensington June 21 W Smith & Sons, Weston super Mare

SMITH-SCHOFIELD, MATILDA SOPHIA, Clifton rd, St John's, Lewisham July 11 Brooks & Co, Goddman st, Doctors' Commons  
 STIRLING, HUGH AUCHINCLOSS, Liverpool, Iron Merchant June 13 Miller & Co, Liverpool  
 SUTTON, SARAH, Hove, nr Brighton June 20 Gush & Co, Finsbury circ  
 TICKNER, EDWARD, Bishop's Waltham, co Southampton, Ironmonger July 11 Gunner & Renny, Bishop's Waltham  
 TULLIDGE, HARRIETT AUGUSTA, Newport, I W June 8 Buckell, Newport, I W  
 WATERMAN, MARY ANN, Fawley, co Southampton June 3 Coxwell & Pope, Southampton  
 WRIDES, LOUISA, Nafferton, East Yorks June 7 White, Gt Driffield  
 YOUNG, CLARA, New Windsor June 10 Smith, Windsor

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ADAMS, THOMAS, Chancellor rd, West Dulwich, Gent June 24 Kinsey & Co, Bloomsbury pl  
 ALLOTT, ELIZABETH, Grenoside, Ecclesfield, Yorks June 24 Watson & Co, Sheffield  
 BANNER, EDWARD, Roby, Lancs, Esq, J.P. June 14 Owen, Liverpool  
 BANNER, THOMAS BOWDEN, Liverpool, Clerk in Holy Orders July 1 Toulmin & Co, Liverpool  
 BARTLETT, SAMUEL JAMES BISHOP, Mold, co Flint, Gent June 11 Parle, Liverpool  
 BROCKBANK, JOHN, Whitehaven, Fishmonger June 14 Brockbank & Co, Whitehaven  
 BROCKLEBANK, RALPH, Childwall Hall, nr Liverpool, Esq July 1 Toulmin & Co, Liverpool  
 COOK, THOMAS CHARLES STAPLES, Reading, Tea Merchant June 22 Beale & Martin, Reading  
 COPE, REV SIR WILLIAM HENRY, Bart, Bramshill, Hants June 2 Farrar & Co, Lincoln's inn fields  
 CRADTREE, JOSEPH, Leeming, Oxenhope, Haworth, Bradford, Contractor June 4 W Birt & Co, Keighley  
 DANIELS, REV THOMAS, Old Trafford, Lancs, Clerk June 18 Slater & Co, Manchester  
 DAVIS, EMMA, Rumboldswyke, nr Chichester July 30 Gregory, Chichester  
 DENNE, THOMAS JAMES, Hemel Hempstead, Herts, Engineer June 13 Romer & Haslam, Cophall chmbrs  
 EMMERSON, ROBERT, Bishop Monkton, Yorks, Gent June 6 Arnott & Co, Newcastle upon Tyne  
 EVANS, EMMA MARY, Lyndhurst gardens, Hampstead May 31 Grundy & Co, Manchester  
 FITZGERALD, HORACE, Pall Mall, formerly First Puisne Judge of Trinidad July 30 Bloxam & Co, Lincoln's inn fields  
 FLETCHER, JAMES, Farnworth, Lancs, Milk Dealer June 6 Monks, Bolton  
 FOUNTAIN, HARRIETT, Coldershaw villas, Ealing Dean June 13 Walker & Battiscombe, Brompton st  
 FRASER, HESTER ANNE MARY MOSTYN, Portman sq June 24 Jull & Godfrey, Queen Anne's gate, Westminster  
 GARDNER, JAMES, Colchester, Gent June 30 Stevens & Co, Witham  
 GARLAND, MARY, Durham rd, Cottenham pk June 11 Thomsons & C, Cornhill  
 GEORGE, WILLIAM, Leeds, Solicitor's Managing Clerk June 3 Clarke & Son, Leeds  
 GIBBS, EDMUND, Ebrington, Glos, Farmer June 17 Hancock & Co, Shipton on Stour  
 GROOM, JOSEPH, Richmond crant, Islington, Gent July 9 Thompson & Groom, Raymond bldgs, Gray's inn  
 HALL, WILLIAM, South Shields, Boot Dealer June 1 Jackson & Jackson, Middlesborough  
 HAWKINS, SARAH, Dorchester June 13 Symonds & Sons, Dorchester  
 HAWKINS, WILLIAM, Dorchester, Appraiser June 13 Symonds & Sons, Dorchester  
 HAYNE, SOPHIA, Southwick, Sussex July 1 Holt & Co, Charles st, St James's sq  
 HEGARTY, ELLEN, West Derby, nr Liverpool May 27 Teebay & Lynch, Liverpool  
 HOWELL, ANN, West st, Liverpool May 28 Wright & Co, Liverpool  
 HOLT, MARY, Skircoat, Halifax June 30 England, Halifax  
 JENKINS, JOHN, Milton next Gravesend, Yeoman June 4 Carr & Martin, Great Tower st  
 JOHNSON, HARRIET, Ipswich rd, Norwich July 1 Lowndes, George st, Mansion House  
 LEWANN, HENRY, St Austell, Cornwall, Gent June 30 Carlyon & Stephens, St Austell  
 LILLIE, Lady ELIZABETH HANNAH SCOTT, Seaton, Devon May 31 Clarke & Lukin, Chard, Somerset  
 MARTIN, FRANCIS, Anerley pk, Anerley, Esq June 13 Peddell, Guildhall chmbrs, Basinghall st  
 MILNER, JULIET, Hillingdon rd, Hillingdon June 21 Gardiner & Son, Uxbridge, and John st, Adelphi  
 NOTCUTT, STEPHEN ABBOTT, Ipswich, Solicitor June 21 Notcutt & Son, Ipswich  
 OLDAKER, WILLIAM ADAM, Ladbroke rd, Notting hill, Esq July 6 Blewitt & Tyler, Gracechurch st  
 OSBORNE, RIVERDALE, BRINSLEY GODOLPHIN, Priest of the Oratory, Brompton June 13 Donaldson, Bedford row  
 OWEN, MARY, Crownmarsh Gifford, Oxon June 21 Hedges & Marshall, Wallingford, Berks  
 PARKER, RICHARD JAMES, Manchester, Manufacturer July 1 Chorlton, Manchester  
 PAXTON, FRANCIS, West Brighton, Gent June 20 Potter & Co, King st, Chesapeake  
 PATTERSON, EDWARD, Newcastle on Tyne, retired Butcher July 1 Elsdon & Dransfield, Newcastle on Tyne  
 PICKERING, GEORGE, Brotherton, Yorks, retired Farmer June 10 Moxon, Pontefract  
 PROCTOR, BENJAMIN, Nottingham, Gent June 15 Maples & McCraith, Nottingham  
 PROCTOR, ROBERT, Prince's st, Spitalfields, Solicitor June 21 Proctor & Grimes, Prince's st, Spitalfields  
 QUINN, RICHARD OWEN, Lieutenant 2nd Regiment Light Cavalry Bengal June 13 Sutton & Co, Gt Winchester st  
 SHAPLAND, EMMA LUCY, Cradley, Herefordshire June 15 Gussette & Co, Essex street, Strand  
 SIMPSON, JOHN, Winnington, Macclesstone, Staffs, Tanner June 1 Pearson, Market Drayton  
 SMITH, GEORGE GABRY TAYLOR, Colpine Hall, co Durham, Esq June 30 C D Foster & Co, Newcastle on Tyne  
 STAPLETON, AMELIA, Pelham place, South Kensington June 6 Robinson, Strood, Kent  
 TAYLOR, RALPH, late of Lower Broughton, Salford, Gent July 30 Diggle & Ogden, Manchester  
 THOMAS, JOHN, Wrenbury, co Chester, Grocer August 1 Diggle & Ogden, Manchester  
 WALKER, AMELIA, Torquay July 1 Hooper & Wollen, Torquay  
 WALLIS, EDWARD RALPH, Camden rd, Camden Town, Gent June 22 Rhodes & Son, Dowgate hill  
 WATERHOUSE, FREDERICK PERCEVAL, Rochester June 30 Coldham, New inn, Strand  
 WHITEHEAD, GEORGE, Nottingham, retired Factory Manager June 1 J & A Bright, Nottingham  
 WILLCOCKS, MARY ANN, Southsea May 31 Moeran, Chancery lane  
 WYATT, THOMAS, Dalwood, Devon, retired Farmer May 31 Clarke & Lukin, Chard, Somerset  
 WYNDHAM, ANNE ELIZABETH, Hinton, Hants June 13 Hellard & Son, Portsmouth

## BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, May 13.

## RECEIVING ORDERS.

ADAMSON, J. W., Billiter et, Merchant High Court Pet Feb 1 Ord May 10  
 ATTWOOD, TOM, late of Helston, Cornwall High Court Pet Feb 29 Ord May 10  
 BAKER, WILLIAM, Ashford, Kent, Librarian Canterbury Pet May 10 Ord May 10  
 BARBER, JOHN, Drypool, Kingston upon Hull, Upholsterer Kingston upon Hull Pet May 11 Ord May 11  
 BOWMAN, ARTHUR HART, Brixton rd, Jeweller High Court Pet May 10 Ord May 10  
 BOWMAN, REGINALD, Holloway rd, Jeweller High Court Pet May 10 Ord May 10  
 BOWMAN, RICHARD, Guilden Morden, Cambs, Farmer Cambridge Pet May 10 Ord May 10  
 BOWMAN, RICHARD THOMAS, Goswell rd, Jeweller High Court Pet May 10 Ord May 10  
 BOWNE, EDWARD, Sheffield, Builder Sheffield Pet May 11 Ord May 11  
 BROWN, ETHELBERG ELLIS, Walsington, nr Beverley, Yorks, Butcher Kingston upon Hull Pet May 10 Ord May 10  
 CASE, SAMUEL, Pokesdown, Hants, Builder Poole Pet April 29 Ord May 11  
 CHEESMAN, MARIA HARRIS, Shoreham, Sussex, Milliner Brighton Pet May 10 Ord May 10  
 COLLINS, THOMAS FREDERICK, Aberystwyth, Mon, Boot Dealer's Assistant Newport, Mon Pet May 11 Ord May 11  
 COOPER, JAMES WILLIAM, late of Gorton, Lancs, Wheelwright Manchester Pet May 10 Ord May 10  
 CUTTERILL, EDWARD, South Bank, Yorks, Grocer Stockton on Tees and Middlesbrough Pet May 9 Ord May 9  
 DAVIS, JOHN, Noble st, Manufacturing Farmer High Court Pet May 10 Ord May 10  
 DILKS, ARTHUR, Bedworth, Warwickshire, Draper Coventry Pet May 9 Ord May 9  
 EDWARDS, WILLIAM, Penarth, Glam, Commission Agent Cardiff Pet May 9 Ord May 9  
 FISHER, JOSEPH, East Tuddenham, Norfolk, Farmer Norwich Pet May 10 Ord May 10  
 HEAP, THOMAS, Barnoldswick, Yorks, Watchmaker Bradford Pet Apr 23 Ord May 9  
 JENNINGS, OLIVER, Charlwood, Surrey, Miller Croydon Pet Apr 14 Ord May 10  
 JEVONS, JOHN, and JOHN HENRY JEVONS, Dudley, Contractors Dudley Pet May 5 Ord May 5  
 JONES, OWEN, Llanrwst, Denbighshire, Licensed Victualler Portmadoc and Blaenau Ffestiniog Pet May 7 Ord May 7  
 LANEY, GEORGE BENSON, Bagshot st, Old Kent rd, Baker High Court Pet May 9 Ord May 9  
 KEY, RICHARD, Lincoln, Miller Lincoln Pet May 9 Ord May 9  
 MARTIN, HARRY, Cleveland st, Euston rd, Licensed Victualler High Court Pet May 11 Ord May 11  
 MATTHEWS, WILLIAM, Milnsbridge, nr Huddersfield, Skip Maker Huddersfield Pet May 11 Ord May 11  
 MAY, F. H., High Wycombe, Bucks, Roman Catholic Priest Aylesbury Pet Apr 27 Ord May 11  
 MORGAN, THOMAS, jun, Bath, Timber Merchant Bath Pet May 9 Ord May 9  
 MORRIS, CHARLES, and WALTER MORRIS, Leicester, Boot Manufacturers Leicester Pet May 9 Ord May 9  
 MORRIS, E., late New Bond st, of no occupation High Court Pet Mar 11 Ord May 11  
 NORTHOPE, J. & Co, Fulham Works, Engineers High Court Pet Mar 21 Ord May 11  
 PANKHURST, RICHARD, Horton Kirby, nr Dartford, Kent, Grocer Rochester Pet May 10 Ord May 10  
 PATTERSON, CHARLES, Dewsbury, Veterinary Surgeon Dewsbury Pet May 11 Ord May 11  
 PERCIVAL, THOMAS, Grinton, Yorks, Innkeeper Northallerton Pet May 10 Ord May 10  
 PERKIN, HENRY, Stockbridge, Hants, Mail Contractor Southampton Pet May 9 Ord May 9  
 PRICKETT, ANNA MARIA, Boundary rd, St John's Wood, Widow High Court Pet March 11 Ord May 11  
 QUELCH, FREDERICK WILLIAM, Broadstairs, Kent, Carriage Builder Canterbury Pet May 9 Ord May 9  
 QUINN, JAMES, Rosel rd, Bermondsey, Jobmaster High Court Pet May 10 Ord May 10  
 ROPER, JOHN, Hollingbourne, Kent, Farmer Maidstone Pet May 7 Ord May 7  
 RUSSELL, WILLIAM HENRY, Nightingale lane, Clapham, Gent Wandsworth Pet May 10 Ord May 10  
 SMITH, HARRY RICHARD, Bromley, Kent, Tailor Croydon Pet May 10 Ord May 10  
 SOUTH, EMANUEL, Leeds, Builder Leeds Pet May 9 Ord May 9  
 SWINTON, JOHN, Coventry, Brass Caster Coventry Pet April 23 Ord May 11  
 TEASDALE, WILLIAM, Romney, Hants, Grocer Southampton Pet May 11 Ord May 11  
 THOMAS, REES, Loughor, Glam, Builder Carmarthen Pet May 10 Ord May 10  
 TILLEY, WILLIAM FREDERICK, Perth rd, West Kensington, Solicitor's Clerk High Court Pet May 11 Ord May 11  
 TURNER, WILLIAM BARWELL, Leeds, Consulting Brewer Leeds Pet May 11 Ord May 11  
 WARTMAN, JOHN, Audley, Staffs, Joiner Hanley, Burslem, and Tunstall Pet May 10 Ord May 10  
 WILSON, EZRA, Balfley, Birmingham, Grocer Birmingham Pet May 11 Ord May 11

The following amended notice is substituted for that published in the London Gazette, May 2—  
 LEWIS, JOHN SLATER, The Avenue, Castle hill, Ealing Dean, Electrical Appliances Manufacturers' Manager Birmingham Pet April 13 Ord April 29

FIRST MEETINGS.  
 BAGSHAW, JOHN, Marchington, Staffs, Butcher May 20 at 2.30 Off Rec, St James's chmbrs, Derby  
 BALCHIN, THOMAS HENRY, Hastings, Poulterer May 23 at 12.30 Young & Son, Bank bldgs, Hastings  
 BELL, GRABBY WILLIAM, Farrington, Hants, Engine Driver May 20 at 3 Off Rec, 4, Pavilion bldgs, Brighton

BOWMAN, ARTHUR HART, Brixton rd, Jeweller May 21 at 12 Bankruptcy bldgs, Carey st  
 BOWMAN, REGINALD, Holloway rd, Jeweller May 21 at 1 Bankruptcy bldgs, Carey st  
 BOWMAN, RICHARD THOMAS, Goswell rd, Jeweller May 21 at 11 Bankruptcy bldgs, Carey st  
 BREAR, THOMAS, Dewsbury, Slater May 20 at 3 Off Rec, Bank chmbrs, Batley  
 CATTELL, JOHN LEIGH, Liverpool, Commission Agent May 26 at 2.30 Off Rec, 35, Victoria st, Liverpool  
 CHARLESWORTH, GEORGE FRANCIS TURNER, late of Hwbury Bridge, nr Walsfield, Licensed Victualler May 20 at 2.30 Off Rec, Bond terrace, Walsfield  
 CORDER, CHARLES JOSEPH, Brighton, Book keeper May 20 at 12 Off Rec, 4, Pavilion bldgs, Brighton  
 DAVIS, JOHN, Noble st, Manufacturing Furrier May 20 at 11 Bankruptcy bldgs, Carey st  
 DEXTER, JOHN LEAKE, and JOHN LANGSTON, High Wycombe, Bucks, Engineers May 21 at 3 1, St Aldate's, Oxford  
 DORE, JOHN JAMES, Landport, Baker May 20 at 12.30 Off Rec, Cambridge Junction, High st, Portsmouth  
 FARRAR, JOHN, Bradford, Builder May 21 at 11 Off Rec, 31, Manor row, Bradford  
 FENTON, LETITIA, Halford sq, Lodging house Keeper May 20 at 1 Bankruptcy bldgs, Carey st  
 FIELDER, MARY, Ashford, Kent, Lodging house Keeper May 27 at 10 Off Rec, 5, Castle st, Canterbury  
 GOSPEL, WILLIAM SEILLING, Stockport, Painter May 26 at 11 Off Rec, County chmbrs, Market place, Stockport  
 GOTHARD, LORENZO, Chesterfield, Plumber June 9 at 10.30 Angel Hotel, Chesterfield  
 HEAP, THOMAS, Barnoldswick, Watchmaker May 24 at 12 Off Rec, 31, Manor row, Bradford  
 INGALL, HENRY, Prittlewell, Essex, Dairyman May 20 at 3 Off Rec, 95, Temple chmbrs, Temple avenue  
 LONG, CHARLES, Chesham, Bucks, Shoe Manufacturer May 26 at 11.30 Room 53, Bankruptcy bldgs, Carey st  
 MALINDRE, THOMAS, Hunstall, Leeds, late Timber Merchant May 23 at 11 Off Rec, Leeds  
 MATTHEWS, WILLIAM, Milnsbridge, nr Huddersfield, Skip Maker May 25 at 3 Haigh & Son, Solicitors, 55, New st, Huddersfield  
 MEAD, GEORGE, Churchway, Somers Town, Grocer May 23 at 2.30 Bankruptcy bldgs, Carey st  
 MILLER, HENRY WOODWARD, Bankfoot, Stoke on Trent, Grocer May 26 at 10.30 Off Rec, Newcastle under Lyme  
 MORGAN, THOMAS, jun, Bath, Timber Merchant May 25 at 3.30 Off Rec, Bank chmbrs, Corn st, Bristol  
 MORRIS, CHARLES, and WALTER MORRIS, Leicester, Boot Manufacturers May 23 at 12 Off Rec, 34, Friar lane, Leicester  
 PALMER, FRANK VILLIERS, Southsea, Riding Master May 20 at 12 Off Rec, Cambridge junction, High st, Portsmouth  
 PALMER, JOHN, Dawlish, Devon, Bootmaker May 20 at 11 Off Rec, 13, Bedford circus, Exeter  
 PALMER, MARGARET, West Hartlepool, Painter May 20 at 2 Off Rec, 25, John st, Sunderland  
 PANKHURST, RICHARD, Horton Kirby, nr Dartford, Grocer May 26 at 11.30 Off Rec, Rochester  
 PERKIN, HENRY, Stockbridge, Hants, Mail Contractor May 21 at 12 Off Rec, 4, East st, Southampton  
 PRICE, THOMAS, Dowlands, Merthyr Tydfil, Builder May 20 at 12 Off Rec, Merthyr Tydfil  
 RAYMOND, WILLIAM THOMAS, Garden et, Temple, Barrister May 23 at 12 Bankruptcy bldgs, Carey st  
 ROPER, JOHN, Hollingbourne, Kent, Farmer May 25 at 1 Off Rec, Week et, Maidstone  
 SCHOFIELD, JOHN, Oldham, Leather Merchant May 23 at 3 Off Rec, Bank chmbrs, Queen st, Oldham  
 SHERRY, JOHN, Birkenhead, Provision Dealer May 24 at 2.30 Off Rec, 35, Victoria st, Liverpool  
 SMITH, GILBERT GEORGE, Gloucester, Blacksmith May 21 at 3 Off Rec, 15, King st, Gloucester  
 SMITH, HENRY, Batley, Yorks, Chemist May 23 at 3 Off Rec, Bank chmbrs, Batley  
 TEASDALE, WILLIAM, Romney, Hants, Grocer May 21 at 12.30 Off Rec, 4, East st, Southampton  
 THOMPSON, JOHN, Coventry, Journeyman Watch Finisher May 24 at 11 Off Rec, 17, Hertford st, Coventry  
 TWIGG, WILLIAM, Sheffield, Furniture Remover May 23 at 3 Off Rec, Figgate lane, Sheffield  
 VENESS, JOHN, Rusthall, Tunbridge Wells, late Grocer May 23 at 1.15 Spencer & Hother, Auctioneers, Mount Pleasant, Tunbridge Wells  
 VERTY, RICHARD, Seymour st, Portman sq, Chemist May 23 at 12 Bankruptcy bldgs, Carey st  
 WHALL, JOHN ROBERT, Southtown next Great Yarmouth, Builder June 14 at 10.45 Lovell Blake, South Quay, Great Yarmouth  
 WILKINSON, WALTER, Chichenley Heath, nr Dewsbury, late Machine Maker May 20 at 4 Off Rec, Bank chmbrs, Batley

## ADJUDICATIONS.

BAGSHAW, JOHN, Marchington, Staffs, Grocer Burton on Trent Pet May 6 Ord May 10  
 BAKER, WILLIAM, Ashford, Kent, Librarian Canterbury Pet May 9 Ord May 10  
 BARBER, JOHN, Drypool, Kingston upon Hull, Upholsterer Kingston upon Hull Pet May 11 Ord May 11  
 BRESLEY, F. J., Lower Thames et High Court Pet Jan 21 Ord May 10  
 BOWS, EDWARD, Sheffield, Builder Sheffield Pet May 11 Ord May 11  
 BREAR, THOMAS, Dewsbury, Slater Dewsbury Pet May 4 Ord May 7  
 BURFORD, JOHN, Austinians, Auctioneer High Court Pet May 10 Ord May 10  
 BURN, ARTHUR, Walbrook, Financial Agent Court of Appeal, sitting in Bankruptcy Pet Apr 29 Ord July 25  
 CASELBERG, JOSEPH HYMAN, Blaina, Mon, Outfitter Tregodra Pet Apr 29 Ord May 10  
 CHEESMAN, MARIA HARRIS, Shoreham, Sussex, Milliner Brighton Pet May 10 Ord May 10  
 CHITTLE, HORATIO FREDERICK, Horton rd, Hackney, Commission Agent High Court Pet Feb 11 Ord May 11  
 CLEGG, JOSEPH, Halifax, Wool Dealer Halifax Pet Apr 25 Ord May 9

COLLIER, THOMAS, Hough, Cheshire, Farmer Nantwich and Crewe Pet Apr 28 Ord May 9  
 COLLINS, THOMAS FREDERICK, Aberystwyth, Mon, Boot Dealer's Assistant Newport, Mon Pet May 11 Ord May 11  
 COOPER, JAMES WILLIAM, late of Gorton, Lancs, Wheelwright Manchester Pet May 10 Ord May 10  
 CUTTERILL, EDWARD, South Bank, Yorks, Grocer Stockton on Tees and Middlesbrough Pet May 7 Ord May 9  
 DILKS, ARTHUR, Bedworth, Warwickshire, Draper Coventry Pet May 9 Ord May 11  
 FISHER, JOSEPH, East Tuddenham, Norfolk, Farmer Norwich Pet May 10 Ord May 10  
 FOSTER, JOSEPH, High st, Stratford, Mechanical Engineer High Court Pet April 30 Ord May 10  
 GOSPEL, WILLIAM SEILLING, Stockport, Painter Stockport Pet May 6 Ord May 9  
 HEALEY, SAMUEL, Weston rd, Bow, Builder High Court Pet Jan 19 Ord May 10  
 HILL, SAMUEL, Mill Gorton, nr Manchester, late Fork Butcher Manchester Pet March 31 Ord May 11  
 HUGGINS, ALBERT ERNEST, Bristol, Oil Dealer Bristol Pet May 6 Ord May 10  
 JEVONS, JOHN, and JOHN HENRY JEVONS, Dudley, Contractors Dudley Pet May 4 Ord May 5  
 JONES, ELIZA, Ladbroke sq, Notting Hill High Court Pet March 8 Ord May 10  
 JONES, ELIZA JANE, Ladbroke sq, Notting Hill High Court Pet Feb 11 Ord May 10  
 JONES, OWEN, Llanrwst, Denbighshire, Licensed Victualler Portmadoc and Blaenau Ffestiniog Pet May 6 Ord May 7  
 KEY, RICHARD, Lincoln, Miller Lincoln Pet May 9 Ord May 9  
 LANEY, GEORGE BENSON, Bagshot st, Old Kent rd, Baker High Court Pet May 9 Ord May 9  
 LONG, CHARLES, Chesham, Bucks, Shoe Manufacturer Aylesbury Pet April 11 Ord May 9  
 MAKIN, CHARLES, Ashton under Lyne, Innkeeper Ashton under Lyne Pet April 29 Ord May 9  
 MATTHEWS, WILLIAM, Milnsbridge, nr Huddersfield, Skip Maker Huddersfield Pet May 11 Ord May 11  
 MEAD, GEORGE, Churchway, Somers Town, Grocer May 23 at 2.30 Bankruptcy bldgs, Carey st  
 PANKHURST, RICHARD, Horton Kirby, nr Dartford, Grocer Rochester Pet May 10 Ord May 10  
 PATTERSON, CHARLES, Dewsbury, Veterinary Surgeon Dewsbury Pet May 11 Ord May 11  
 PAUL, JOSEPH DALLIN, late of Lymington, Hants, retired Naval Instructor High Court Pet March 2 Ord May 11  
 PERCIVAL, THOMAS, Grinton, Yorks, Innkeeper Northallerton Pet May 9 Ord May 10  
 PLEDGE, WALTER, East Grinstead, Sussex, Builder Tunbridge Wells Pet April 1 Ord May 7  
 ROPER, JOHN, Hollingbourne, Kent, Farmer Maidstone Pet May 7 Ord May 7  
 SOUNDBRE, GODWIN CHARLES, Brynmawr, Llanelli, Brecknock, Bootmaker Tregodra Pet May 4 Ord May 10  
 SMITH, HENRY, Batley, Yorks, Chemist Dewsbury Pet April 2 Ord May 7  
 SOUTH, EMANUEL, Leeds, Builder Leeds Pet May 9 Ord May 9  
 STEWART, J. H., Lyspring rd, Leytonstone High Court Pet March 18 Ord May 10  
 STORY, ROBERT LAYCOCK, Lockington, Leics, Clerk in Holy Church Leicester Pet May 2 Ord May 9  
 TEASDALE, WILLIAM, Romney, Hants, Grocer Southampton Pet May 11 Ord May 11  
 THOMAS, REES, Loughor, Glam, Builder Carmarthen Pet May 10 Ord May 10  
 TUCKER, SAMUEL, Bristol, Market Gardener Bristol Pet May 3 Ord May 9  
 TURNER, WILLIAM BARWELL, Leeds, Consulting Brewer Leeds Pet May 11 Ord May 11  
 VERTY, RICHARD, Seymour st, Portman sq, Chemist High Court Pet May 6 Ord May 10  
 WARHAM, JOHN, Audley, Staffs, Joiner Hanley, Burslem, and Tunstall Pet May 10 Ord May 10  
 WHALL, JOHN ROBERT, Southtown next Great Yarmouth, Builder Gt Yarmouth Pet April 12 Ord May 9  
 WILKINSON, WALTER, Chichenley Heath, nr Dewsbury, Machine Maker Dewsbury Pet May 5 Ord May 7

London Gazette.—TUESDAY, May 17.

## RECEIVING ORDERS.

BANKS, JAMES OLDHAM, Aldershot, Building Materials Merchant Guildford and Godalming Pet May 11 Ord May 11  
 BARRY, JAMES GUTTERIDGE, Chilton, Bucks, Farmer Aylesbury Pet May 4 Ord May 14  
 BENTLEY, JOHN, Wardle, nr Rochdale, Fulfilling Miller Oldham Pet May 12 Ord May 12  
 BERRSFORD, JAMES, and MARY ANN BERRSFORD, Manchester, Restaurant Proprietors Manchester Pet May 12 Ord May 12  
 BOGGIANO, PETER, Liverpool, Tobacco Dealer Liverpool Pet May 14 Ord May 14  
 BOWMAN, CHARLES SAMUEL, Croydon, Surrey, Pawnbroker Croydon Pet May 12 Ord May 12  
 BURICHOSAN, TANNACKER BILLINGHAM, Lewisham, Kent, no occupation Greenwich Pet May 12 Ord May 12  
 CABLE, WILLIAM, Burton on Trent, late Railway Inspector Burton on Trent Pet May 11 Ord May 12  
 CARROLL, LUCY, Droitwich, Innkeeper Worcester Pet May 10 Ord May 10  
 CHAMBERS, JOHN PATTERSON, Holme Cultram, Cumbria, Farmer Carlisle Pet April 30 Ord May 12  
 COTTON, B. T., Folkestone, Gent Canterbury Pet April 4 Ord May 13  
 CUTTERILL, TIMOTHY, Bath, Licensed Victualler Bath Pet May 11 Ord May 11  
 COX, WALLACE BRUCE, and ARTHUR WESLEY COX, Luton, Beds, Builders Luton Pet May 12 Ord May 12  
 FOGHILL, P., South Lambeth rd, Vauxhall, Public house Broker High Court Pet Jan 30 Ord May 13  
 GOSPER, JOHN, Nottingham, Carter Nottingham Pet May 13 Ord May 13  
 GOLD, CHARLES FUTOYE, Greenwood rd, Dalston, Clerk High Court Pet May 13 Ord May 13



**HILLIARD & Co**, Seymour place, Solicitors High Court  
Pet April 7 Ord May 13  
**HUME, THOMAS, Lees**, nr Oldham, out of business Ash-  
ton under Lyne and Stalybridge Pet April 12 Ord  
May 11  
**LEDGERWOOD, JOHN**, Distington, Cumbld, Grocer White-  
haven Pet May 12 Ord May 12  
**LETTER, JAMES SOMERVILLE**, Southampton, Fish Merchant  
Southampton Pet May 12 Ord May 12  
**MCGREGOR, ALEXANDER**, Stockton on Tees, Ironmonger  
Stockton on Tees Pet May 12 Ord May 12  
**PAINE, FREDERICK**, Thripplow, Cambs, Butcher Cambridge  
Pet May 13 Ord May 13  
**PALMER, JOHN**, Cullompton, Devon, Labourer Exeter Pet  
May 12 Ord May 12  
**PICKARD, THOMAS**, Leicester, Boot Dealer Leicester Pet  
May 12 Ord May 12  
**RAYNEE, A. Francis**, Tottenham Court rd, Picture Dealer  
High Court Pet April 6 Ord May 11  
**ROBINSON, HENRY MANTON**, White st, Finsbury, Boot  
Factor High Court Pet April 21 Ord May 12  
**ROBINSON, THOMAS**, Brading rd, Brixton, Insurance Agent  
High Court Pet May 12 Ord May 12  
**SHAW, THOMAS**, Long lane, Bermondsey, Currier High  
Court Pet May 14 Ord May 14  
**SMITH, JOHN**, Ashfield, Yendon, Yorks, Cloth Manufactur-  
er Leeds Pet April 30 Ord May 13  
**SPRAGGS, JAMES**, Midland Coal Depot, West Kensington,  
Coal Merchant High Court Pet May 12 Ord May 12  
**STANTON, G. H. COTTON**, Coventry st, Piccadilly High  
Court Pet Feb 24 Ord May 12  
**STUART, CHARLES**, Gray's inn rd, Mechanical Engineer High  
Court Pet April 27 Ord May 13  
**TANLEY, JOSHUA**, Thorne, Yorks, Colliery Agent Sheffield  
Pet May 13 Ord May 13  
**TODD, JOE**, Harbary villas, nr Carlisle, Chemist Carlisle  
Pet May 13 Ord May 13  
**TERADWAY, WILLIAM J.**, College ter, Butland's rd, West  
Hamstead, Printer High Court Pet April 8 Ord  
May 12  
**VERITY, ALBERT**, Colne, Lancs, Stonemason Burnley Pet  
May 12 Ord May 12  
**WEBSTER, JOSEPH**, sen, Parwich, Derbyshire, Farmer  
Burton on Trent Pet May 6 Ord May 12  
**WESTBROOK, ELIZA ANN**, and LOUISA STUCK, Bournemouth,  
Lodging house Keepers Poole Pet May 12 Ord  
May 12  
**WOODHALL, GEORGE**, Whitechurch, Salop, Builder Nant-  
wich and Crewe Pet May 3 Ord May 13  
**WOODHEAD, BARKER**, Leeds, Grocer Leeds Pet May 14  
Ord May 14  
**WOOLFENDEN, JOHN THOMAS**, Littleborough, Lancs, Hosiery  
Manufacturer Oldham Pet May 2 Ord May 12  
The following amended notice is substituted for that pub-  
lished in the London Gazette of May 13:—  
**MAY, FELIX HENRY**, High Wycombe, Bucks, Roman Catholic  
Priest Aylesbury Pet April 27 Ord May 11  
**RECEIVING ORDER RESCINDED.**  
The following amended notice is substituted for that  
published in the London Gazette, May 10:—  
**MATHER, EBENEZER JOSEPH**, Mount view rd, Crouch hill,  
Esq High Court Ord Dec 12, 1891 Resc April 27  
**FIRST MEETINGS.**  
**ADAMSON, J. W.**, Billiter st, Merchant May 27 at 2.30  
Bankruptcy bldgs, Carey st  
**ARCHER, SARAH ANN**, Leeds, Wardrobe Dealer May 30 at  
11 Off Rec, 22, Park row, Leeds  
**ARUNDEL, HENRY EDWARD**, Tortuay, Esq May 27 at 3 Off  
Rec, 13, Bedford cir, Exeter  
**ATTWOOD, TOM**, late of Helston, Cornwall May 27 at 12  
Bankruptcy bldgs, Carey st  
**BERESFORD, JAMES**, and MARY ANN BERESFORD, Manches-  
ter, Restaurant Proprietors May 25 at 3.15 Ogdon's  
chmbrs, Bridge st, Manchester  
**BOWMAN, RICHARD**, Guilden Morden, Cambs, Farmer May  
27 at 2.30 Bull Hotel, Epsom, Herts  
**CASE, SAMUEL**, late of Pokesdown, Hants, Builder May 24  
at 12.30 Off Rec, Salisbury  
**CHESMAN, MARIA HARRIS**, Shoreham, Sussex, Milliner  
May 24 at 12 Off Rec, 4, Pavilion bldgs, Brighton  
**COLLINS, THOMAS FREDERICK**, Abersychan, Mon, Boot  
Dealer's Assistant May 24 at 12 Off Rec, Gloucester  
Bank chmbrs, Newport, Mon  
**COOPER, JAMES WILLIAM**, late of Gorton, Lancs, Wheel-  
wright May 25 at 3 Ogdon's chmbrs, Bridge st, Man-  
chester  
**CHOFT, WILLIAM** (deceased), late of Liverpool, Stock Broker  
May 24 at 12 Off Rec, 35, Victoria st, Liverpool  
**DILKS, ARTHUR**, Bedworth, Warwickshire, Draper May 24  
at 12 Off Rec, 17, Hertford st, Coventry  
**ELLACOTT, GEORGE**, Lifton, Devon, Cattle Dealer May 24  
at 10, Athenaeum ter, Plymouth  
**FISHER, JOSEPH**, East Tuddenham, Norfolk, Farmer May  
28 at 12 Off Rec, 8, King st, Norwich  
**FOSTER, JOSEPH**, High st, Stratford, Mechanical Engineer  
May 24 at 1 Bankruptcy bldgs, Carey st

**HUTCHINGS, WILLIAM ERNEST**, Winton, nr Bournemouth,  
Ironmonger May 25 at 1.30 Challis's Hotel, Rupert  
st, Piccadilly  
**KETTLE, GEORGE**, Solihull, Warwickshire, Farmer May 25  
at 11 25, Colmore row, Birmingham  
**LAVY, GEORGE BERNON**, Bagshot st, Old Kent rd, Baker  
May 24 at 11 Bankruptcy bldgs, Carey st  
**MAY, FELIX HENRY**, High Wycombe, Bucks, Roman  
Catholic Priest May 27 at 12 1, St Aldate's, Oxford  
**QUIN, JAMES**, Rouel rd, Bermondsey, Jobmaster May 24  
at 2.30 Bankruptcy bldgs, Carey st  
**PAINE, FREDERICK**, Thripplow, Cambs, Butcher May 27 at 11  
Off Rec, 5, Petty Cury, Cambridge  
**PALMER, JOHN**, Cullompton, Devon, Labourer May 26 at  
10.30 Off Rec, 13, Bedford cir, Exeter  
**PAYNE, WILLIAM EDWIN**, Barnet, Upholsterer May 24 at  
3 Room 19, Temple chmbrs, Temple avenue  
**PICKARD, THOMAS**, Leicester, late Boot Dealer May 24 at  
12.30 Off Rec, 34, Friar lane, Leicester  
**SETTER, GEORGE**, and ELI SAMUEL SETTER, Exeter, Builders  
May 27 at 3 Off Rec, 11, Bedford cir, Exeter  
**SOLOMON, JOHN LOUIS**, Hatrow rd May 30 at 2.30 Bank-  
ruptcy bldgs, Carey st  
**SOUTH, EMANUEL**, Leeds, Builder May 25 at 11 Off Rec,  
22, Park row, Leeds  
**STROUSBERG, FERDINAND**, Cockspur st, Government Con-  
tractor May 27 at 12 Bankruptcy bldgs, Carey st  
**SWINSON, JOHN**, Coventry, Brass Caster May 24 at 10.30  
Off Rec, 17, Hertford st, Coventry  
**THAMES, HENRY PETER**, Norbiton, Surrey, Ladder Maker  
May 26 at 11.30 24, Railway ay, London Bridge  
**THOMAS, REES**, Loughor, Glam, Builder May 24 at 2.30  
Off Rec, 31, Alexandra rd, Swansea  
**TISLEY, WILLIAM FREDERICK**, Perham rd, West Kensing-  
ton, Solicitor May 30 at 12 Bankruptcy bldgs,  
Carey st  
**WEBSTER, JOSEPH**, sen, Parwich, Derbyshire, Farmer May  
25 at 4 Green Man, Ashbourne  
**WOOLSTON, FRANCIS HUGH**, Draper's gdnas, Stock Dealer  
May 27 at 2.30 Bankruptcy bldgs, Carey st  
**WRAGG, SAMUEL**, Aston, Warwickshire, Beer Dealer May  
23 at 11 25, Colmore row, Birmingham

## ADJUDICATIONS.

**ALMOND, HENRY**, Kildermminster, Grocer Kildermminster  
Pet April 27 Ord May 18  
**ATTWOOD, TOM**, late of Helston, Cornwall High Court Pet  
Feb 29 Ord May 14  
**BENTLEY, JOHN**, Warden, nr Rochdale, Fulfilling Miller Old-  
ham Pet May 11 Ord May 12  
**BERESFORD, JAMES**, and MARY ANN BERESFORD, Manches-  
ter, Restaurant Proprietors Manchester Pet May 12 Ord  
May 12  
**BOWMAN, RICHARD**, Guilden Morden, Cambs, Farmer  
Cambridge Pet May 9 Ord May 13  
**BROWN, ETHELBERT ELLIS**, Walsington, nr Beverley,  
Butcher Kingston upon Hull Pet May 10 Ord May  
12  
**CARROLL, LUCY**, Droitwich, Innkeeper Worcester Pet  
May 10 Ord May 10  
**CATTALL, JOHN LEIGH**, Liverpool, Commission Agent  
Liverpool Pet April 22 Ord May 13  
**CHALCRAFT, JAMES**, Shanklin, I W, Grocer Newport and  
Ryde Pet April 29 Ord May 6  
**CHURCHMAN, J. B.**, Charterhouse st, Provision Merchant  
High Court Pet Mar 21 Ord May 14  
**COTTELL, TIMOTHY**, Bath, Licensed Victualler Bath Pet  
May 11 Ord May 11  
**FESTON, LETITIA**, Holford sq, Lodging house Keeper High  
Court Pet April 28 Ord May 12  
**GODDER, JOHN**, Nottingham, Carter Nottingham Pet  
May 12 Ord May 12  
**JOHNSON, SAMUEL**, Wrinehill, nr Crewe, Draper Hanley,  
Burslem, and Tunstall Pet April 30 Ord May 7  
**JONES, WILLIAM**, Shifnal, Salop, Licensed Victualler  
Madeley Pet April 14 Ord May 11  
**KETTLE, GEORGE**, Solihull, Warwickshire, Farmer Bir-  
mingham Pet Mar 30 Ord May 14  
**LEDGERWOOD, JOHN**, Distington, Cumbds, Grocer White-  
haven Pet May 11 Ord May 12  
**LETTER, JAMES SOMERVILLE**, Southampton, Fish Merchant  
Southampton Pet May 12 Ord May 12  
**MAY, FELIX HENRY**, High Wycombe, Roman Catholic  
Priest Aylesbury Pet April 22 Ord May 11  
**PAINE, FREDERICK**, Thripplow, Cambs, Butcher Cambridge  
Pet May 13 Ord May 13  
**PALMER, JOHN**, Cullompton, Devon, Labourer Exeter Pet  
May 12 Ord May 12  
**PARRY, J. J.**, Cardiff, Paper Dealer Cardiff Pet Apr 14  
Ord May 11  
**PICKARD, THOMAS**, Leicester, late Boot Dealer Leicester  
Pet May 12 Ord May 12  
**QUIN, JAMES**, Rouel rd, Bermondsey, Jobmaster High  
Court Pet May 10 Ord May 12  
**ROBINSON, THOMAS**, Brading rd, Brixton, Insurance Agent  
High Court Pet May 12 Ord May 12

**SIMPSON, WILLIAM SPIERS**, St Stephen's chmbrs, Telegraph  
st, Civil Engineer High Court Pet Sept 11 Ord  
May 12  
**SMITH, HARRY RICHARD**, Bromley, Kent, Tailor Croydon  
Ord May 10 Pet May 13  
**SPRAGGS, JAMES**, Midland Coal Depot, West Kensington,  
Coal Merchant High Court Pet May 12 Ord May 12  
**TANLEY, JOSHUA**, Thorne, Yorks, Colliery Agent Sheffield  
Pet May 13 Ord May 13  
**THAIR, HENRY PETER**, Norbiton, Surrey, Ladder Maker  
Kingston Pet May 5 Ord May 12  
**TISLEY, WILLIAM FREDERICK**, Perham rd, West Kensing-  
ton, Solicitor High Court Pet May 11 Ord May 13  
**TODD, JOE**, Harbary villas, nr Carlisle, Chemist Carlisle  
Pet May 13 Ord May 14  
**VERITY, ALBERT**, Colne, Lancs, Stonemason Burnley Pet  
May 12 Ord May 12  
**WESTBROOK, ELIZA ANN**, and LOUISA STUCK, Bournemouth,  
Lodging house Keepers Poole Pet May 12 rd  
May 12  
**WOODHEAD, BARKER**, Leeds, Grocer Leeds Pet May 14  
Ord May 14  
**WOOLFENDEN, JOHN THOMAS**, Littleborough, Lancs, Hosiery  
Manufacturer Oldham Pet April 30 Ord May 12  
**WRAGG, SAMUEL**, Aston, Warwickshire, Beerhouse Keeper  
Birmingham Pet May 5 Ord May 14

## BANKRUPTCY ANNULLED.

**ROHREBACH, FRIEDRICH LUDWIG**, Old Compton st, Soho,  
Butcher High Court Adjud Feb 23, 1892 Annul  
May 9

## SALES OF ENSUING WEEK.

May 23.—Messrs. H. E. FOSTER & CRANFIELD, on the  
Premises, at 11 o'clock, Furniture (see advertisement,  
May 7, p. 4).  
May 24.—Messrs. FURBER, PRICE, & FURBER, at the Mart,  
E.C., at 2 o'clock, Freehold Ground-Rents and Freehold  
Estate (see advertisement, May 7, p. 477).  
May 25.—Messrs. EDWIN FOX & BOUNFIELD, at the Mart,  
E.C., at 2 o'clock, Freehold Estates (see advertisement,  
May 14, p. 494).  
May 25.—Messrs. ELLIS & SON, at the Mart, E.C., at 2  
o'clock, Part Freehold and Part City Corporation Lease-  
hold Property (see advertisement, this week, p. 514).  
May 26.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGE-  
WATER, at the Mart, E.C., at 2 o'clock, Freehold Office  
Premises (see advertisement, May 7, p. 477).  
May 26.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGE-  
WATER, at the Mart, E.C., at 2 o'clock, Town Residence  
(see advertisement, May 14, p. 494).  
May 27.—Messrs. BAKER & SONS, at the Mart, E.C., at 2  
o'clock, Freehold Investments (see advertisement, this  
week, p. 514).  
May 30.—Messrs. FAREBROTHER, ELLIS, CLARK, & CO., at  
the Mart, E.C., at 2 o'clock, Freehold Ground-rents (see  
advertisement, this week, p. 514).  
May 31.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGE-  
WATER, at the Mart, E.C., at 2 o'clock, Freehold Premises  
(see advertisement, May 7, p. 477).  
May 31.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGE-  
WATER, at the Mart, E.C., at 2 o'clock, Freehold Ground-  
rents (see advertisement, this week, p. 514).  
May 31.—Messrs. EDWIN FOX & BOUNFIELD, at the Mart,  
E.C., at 2 o'clock, Freehold Estate (see advertisement,  
May 14, p. 494).

**FREEHOLD GROUND RENTS** to pay 5  
and 4½ per cent.; cash required £400 to £1,000; also a  
Leasehold of £49, price £700; above Parcels to be Sold  
cheaply to close accounts.—List on application to OWNER,  
40, Ladbroke-grove, W.

**OWNERS OF FREEHOLD BUILDING**  
LAND (three to twenty acres), in the vicinity of  
London, may hear of an immediate Purchaser by applica-  
tion to the SECRETARY of the BRITISH LAND COMPANY,  
LIMITED, 25, Moorgate-street, London, E.C.

**MESSRS. ROBT. W. MANN & SON,**  
SURVEYORS, VALUERS,  
AUCTIONEERS, HOUSE AND ESTATE AGENTS,  
ROBT. W. MANN, F.S.I., THOMAS R. RANSON, F.S.I.,  
J. BAGSHAW MANN, F.S.I., W. H. MANN),  
12, Lower Grosvenor-place, Eaton-square, S.W., and  
32, Lowndes-street, Belgrave-square, S.W.

EST. 1848.

## THE GRESHAM LIFE ASSURANCE SOCIETY,

ST MILDRED'S HOUSE, POULTRY, LONDON, E.C.  
WEST END BRANCH—2, WATERLOO PLACE, S.W.

ASSETS EXCEED	£4,702,000
TOTAL PAYMENTS UNDER POLICIES	9,972,000
ANNUAL INCOME EXCEEDS	829,000

☞ THERE IS NOTHING DESIRABLE IN LIFE ASSURANCE which the SOCIETY does not FURNISH CHEAPLY, INTELLIGIBLY, and PROFITABLY

Policies Indisputable after 5 Years.

Annuities of all kinds granted. Rates fixed on the most favourable terms.

THOMAS G. ACKLAND, F.I.A., F.S.S., Actuary and Manager.  
JAMES H. SCOTT, Secretary.

## SALE DAYS FOR THE YEAR 1892.

**MESSRS. FAREBROTHER, ELLIS, CLARK, & CO.** beg to announce that the following days have been fixed for their SALES during the year 1892, to be held at the Auction Mart, Tokenhouse-yard, near the Bank of England, E.C.:-

Thurs. May 26	Wed. July 13	Thurs. Sept 22
Mon. May 30	Thurs. July 21	Thurs. Oct 6
Wed. June 8	Thurs. July 28	Thurs. Oct 13
Wed. June 15	Thurs. Aug 4	Thurs. Oct 20
Wed. June 22	Thurs. Aug 11	Thurs. Nov 10
Thurs. June 23	Thurs. Aug 18	Thurs. Nov 17
Thurs. July 7	Thurs. Sept 8	Thurs. Dec 8

Other appointments for immediate Sales will also be arranged.

Messrs. Farebrother, Ellis, Clark, & Co. publish in the advertisement columns of "The Times" every Saturday a complete list of their forthcoming sales by auction. They also issue from time to time schedules of properties to be let or sold, comprising landed and residential estates, farms, freehold and leasehold houses, City offices and warehouses, ground-rents, and investments generally, which will be forwarded free of charge on application.—No. 29, Fleet-street, Temple-bar, and 18, Old Broad-street, E.C.

## ST. GEORGE'S-IN-THE-EAST.

close to the London and St. Katharine's Docks, and within a short distance of the Commercial-road.

**MESSRS. FAREBROTHER, ELLIS, & CLARK, & CO.** will SELL by AUCTION, at the MART, Tokenhouse-yard, E.C., on THURSDAY, JUNE 22, 1892, at TWO o'clock precisely, the following secure INVESTMENTS: Valuable freehold Property, with possession, known as No. 1, Wellclose-square, comprising spacious dwelling house, communicating with No. 9, North-East-passageway, in the rear, forming a compact corner block, suitable for manufacturing or warehouse purposes; also well-secured freehold ground-rents, amounting to £182 10s. per annum, arising out of 16 dwelling houses, the Eagle Brewery, and fully-licensed public-house adjoining, known as Nos. 46, 47, 48, 49, 50, 51, and 52, Wellclose-square, Nos. 1, 2, 3, 4, 7, and 8, North East-passageway, 18, 19, 20, and 21, Grace's-alley, and 16, 17, 17A, and 18, Well-street, together of the estimated rack rental value of £900 per annum.

Particulars, with plan and conditions of sale, may be obtained of Messrs. Wilde, Berger, & Moore, 21, College-hill, Cannon-street, at the Mart; and of Messrs. Farebrother, Ellis, Clark, & Co., 29, Fleet-street, or 18, Old Broad-street, E.C.

## EAST SHEEN, S.W.

The historical mansion known as Sheen House lately in the occupation of the Comte de Paris, with charming grounds of about 22 acres, situate near Mortlake station, close to Richmond Park, and within an easy drive of London, with stabling, laundry, and lodge, ornamental grounds beautifully timbered and laid out, and an extensive kitchen garden and park-like paddock. Offering exceptional attractions as a residence or for development for building purposes.

**MESSRS. FAREBROTHER, ELLIS, CLARK, & CO.** will SELL by AUCTION, at the MART, Tokenhouse-yard, London, E.C., on WEDNESDAY, 22nd JUNE, 1892, at TWO o'clock (unless an acceptable offer be previously received), the charming FREEHOLD PROPERTY known as Sheen House, Mortlake, containing on the first and upper floors about 27 bed, dressing, and bath rooms, and on the ground floor two elegant reception rooms, respectively 30ft. by 22ft. and 25ft. by 18ft., boudoir 30ft. by 20ft., dining room 22ft. by 21ft., morning room 30ft. by 11ft., large library, full-sized billiard room 22ft. by 20ft., with lantern roof, spacious conservatory, lavatories, &c., and ample domestic accommodation for a large establishment. The stabling comprises three horse boxes and nine stalls, with coachman's rooms over; there are piper's, coachman's, laundry, bakery, and other outbuildings, and gardener's cottages. The beautifully-timbered grounds are finely diversified, and include lawns, shrubberies, two paddocks, two kitchen gardens, with vinery and other adjuncts. With possession.

Particulars and conditions of sale of Messrs. Upton & Britton, Solicitors, 51, Lincoln's-inn-fields, W.C.; at the Mart, E.C.; and of Messrs. Farebrother, Ellis, Clark, & Co., 29, Fleet-street, and 18, Old Broad-street, E.C.

By order of Trustees and Executors.—Freehold Ground-rents amounting to £121 14s. per annum, arising out of the GENERAL HAYLOCK TAVERN and 21 dwelling-houses at Stoke Newington and Hackney, with the reversions in from 53½ to 66 years to the rack-rents, at present representing a considerable income.

**MESSRS. FAREBROTHER, ELLIS, CLARK, & CO.** will SELL by AUCTION, at the MART, Tokenhouse-yard, London, E.C., on MONDAY, MAY 30, at TWO o'clock precisely, the above valuable FREEHOLD GROUND-RENTS, in Ten Lots.

Particulars and conditions of sale of Messrs. Sewell & Edwards, Solicitors, 25, Old Broad-street, E.C.; H. W. Gibbs, Esq., Solicitor, 5, Northumberland-buildings, Bath; at the Mart, E.C.; and of Messrs. Farebrother, Ellis, Clark, & Co., 29, Fleet-street, Temple-bar, and 18, Old Broad-street, E.C.

## LINCOLN'S INN.

**MESSRS. EILOART** will SELL by AUCTION NEXT MONTH a valuable FREEHOLD SITE OF CHAMBERS in New-square.

For further particulars apply to Messrs. Howcliffes, Esq., & Co., 1, Bedford-row, W.C.; or to the Auctioneers, 46, Chancery-lane, W.C.

**MESSRS. H. GROGAN & CO.**, 101, Park-street, Grosvenor-square, beg to call the attention of intending Purchasers to the many attractive West-End Houses which they have for sale. Particulars on application.

## SALES BY AUCTION FOR THE YEAR 1892.

**MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER** beg to announce that their SALES of LANDED ESTATES, Investments, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground-Rents, Advowsons, Reversions, Stocks, Shares, and other Properties will be held at the AUCTION MART, Tokenhouse-yard, near the Bank of England, in the City of London, as follows:—

Tuesday, May 24	Tuesday, June 28	Tuesday, Aug. 16
Thursday, May 26	Tuesday, July 5	Tuesday, Aug. 23
Tuesday, May 31	Tuesday, July 12	Tuesday, Oct. 4
Tuesday, June 14	Tuesday, July 19	Tuesday, Oct. 18
Tuesday, June 21	Tuesday, July 26	Tuesday, Nov. 1
Thursday, June 23	Tuesday, Aug. 2	Tuesday, Nov. 15
	Tuesday, Aug. 9	Tuesday, Dec. 6

Auctions can also be held on other days, in town or country, by arrangement. Messrs. Debenham, Tewson, Farmer, & Bridgewater undertake Sales and Valuations for Probate and other purposes, of Furniture, Pictures, Farming Stock, Timber, &c. Detailed Lists of Investments, Estates, Sporting Countries, Residences, Shops, and Business Premises to be Let or Sold by private contract are published on the 1st of each month, and can be obtained of Messrs. Debenham, Tewson, Farmer, & Bridgewater, Estate Agents, Surveyors, and Valuers, 60, Chancery-lane, E.C. Telephone No. 1,503.

Excellent Freehold Ground-rents, amounting to £392 10s. 6d. (some with early reversions), secured upon 85 houses in Kennington, Hampstead, Kilburn, and Stamford Hill.—By order of the Trustees of Mrs. Laura Lloyd, deceased.

**MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER** will SELL at the MART, on TUESDAY, MAY 31, at TWO, in Six Lots, the following valuable FREEHOLD PROPERTIES:—

Lot.	Property.	Lease expires.	Ground-rent.	Rack Rentals
1	46 Houses in Trigon-road, Oval-road, and Trigon-grove, Kennington	1924	£ s. d.	£
2	21 to 37 (odd), Granville-road, Kilburn	1902	51 0 0	320
3	34 to 46 (even), Netherwood-street, Hampstead	1907	58 16 0	290
4	47 to 55 (odd), Netherwood-street, Hampstead	1907	42 0 0	180
5	57 to 67 (odd), Netherwood-street, Hampstead	1907	50 8 0	210
6	13 to 24, Charles-street, Stamford Hill	1903	50 0 0	210

Particulars of Messrs. Fitzhugh, Woolley, Baines, & Woolley, Solicitors, 3, Pavilion-parade, Brighton; and of the Auctioneers.

**MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER'S** LIST of ESTATES and HOUSES to be SOLD or LET, including Landed Estates, Town and Country Residences, Hunting and Shooting Quarters, Farms, Ground Rents, Reversions, Charges, House Property and Investments generally, is published on the first day of each month, and may be obtained, free of charge, at their offices, 60, Chancery-lane, E.C., or will be sent by post in return for two stamps.—Particulars for insertion should be received not later than four days previous to the end of the preceding month.

By order of the Executors of the late W. R. Winch, Esq., Fenchurch-street, close to its junction with Lombard-street and Gracechurch-street.—First-class Office Property, held of the Crown at a moderate ground-rent for a term having 67 years unexpired, and sublet to Messrs. Peek, Winch, & Co., and other leading mercantile firms at rents producing £2,250 per annum, forming a most profitable investment.

**MESSRS. ELLIS & SON** beg to announce that the above PROPERTY, advertised for SALE by AUCTION, at the MART, on WEDNESDAY, MAY 25th, at TWO o'clock precisely, has been POSTPONED.

Auction and Estate Agency offices, 45, Fenchurch-street, E.C.

## EASTCHEAP, CITY.

2,400 square feet of valuable land, now covered by a substantial old-fashioned building, in the occupation of tenants of long standing, whose leases expire at Michaelmas next, when vacant possession can be had and the property treated as a building site, or the existing premises might be successfully remodelled.

**MESSRS. ELLIS & SON** are directed to SELL by AUCTION at the MART, on WEDNESDAY, MAY 25th, at TWO o'clock precisely, the PART FREEHOLD and PART CITY CORPORATION LEASEHOLD PROPERTY, renewable every 14 years for ever on the payment of a fine of £28 and a nominal ground-rent of 4s, situate No. 39, Eastcheap, with a side frontage to Turner's-alley, a most important position on the north side of this street, between Philipot and Rood-lanes, and in the heart of the Colonial Produce and Tea Markets. It now comprises five floors, let to and in the occupation of old tenants at low rents; but on the termination of these leases at Michaelmas next a much larger rent-roll could be produced by remodelling the premises, or the land would make a fine building site, whether for the occupation of any large firm or as an investment for the capitalist or speculator.

Printed particulars, with plans and conditions of sale, may be had of Messrs. A. & H. Steele, Solicitors, 21, College-hill, Cannon-street, E.C.; at the Mart; and of Messrs. Ellis & Son, Auctioneers and Surveyors, 45, Fenchurch-street, E.C.

## CROYDON, BALHAM, TOTTENHAM, and COVENT GARDEN.

By Direction of Trustees and Others.

**MESSRS. BAKER & SONS** will SELL by AUCTION, the following INVESTMENTS at the MART, E.C., on FRIDAY, MAY 27, at Two:—

CROYDON and BALHAM.  
By Direction of Trustees.—In Four Lots.—Freehold Residence, known as Kirby Bedon, Lower Addiscombe-road, Croydon, containing eleven rooms, with large grounds and garden. Let at £70 per annum. And Freehold Ground-rents, amounting to £29 10s. per annum, arising from 13 dwelling houses, Nos. 32 to 44, inclusive, Foster-road, West Croydon; rack rentals, £270 per annum. Also Freehold Residence, No. 74, Endleham-road, Balham, containing three reception, five bedrooms, bathroom, and offices, with garden 200ft. in depth. In occupation of vendor, but possession will be given. Rental value £80 per annum.—Vendors' solicitors, Messrs. Corseley, Mossop, & Berney, East Hill, Wandsworth, and 1, Quality-court, Chancery-lane; and Messrs. Allen & Edwards, 5 and 6, Great Winchester-street, E.C.

## TOTTENHAM.

By direction of Trustees of the will of the late William Winn, Esq.—In Lots.—Freehold Investments, arising from 58 well-built Dwelling houses, situate on the Grove-park Estate, being Nos. 1, 1A, 3, 13, 18, 22, and 27 to 37 (odd), and Nos. 42 to 70 (even), Grove-park-road, and Nos. 1 to 19, Elgin-terrace, West-green-road, Tottenham (close to Seven Sisters Station). All let to good tenants, and together producing a rental of £1,518 per annum.—Vendors' solicitors, Messrs. Cattarin, Jehu, & Co., 33, Mark-lane, E.C.

## COVENT GARDEN.

In One Lot.—The valuable fully-licensed Hotel, known as Hummums, together with Rickety's Bar, and the goodwill and possession of this old-established and well-known going concern.—Vendors' Solicitors, Messrs. Leach & Deedes, 16, Lancaster-place, Strand, W.C.; and Messrs. Hedges & Brandreth, 9, Red Lion-square, W.C.

Particulars may be had of the respective Solicitors; and of the Auctioneers, 11, Queen Victoria-street, E.C.

## CITY OF LONDON

(Queen Victoria-street).—Valuable Leasehold Properties, occupying one of the most prominent positions in the City of London, in close proximity to the Mansion House Station, near the Bank of England and Royal Exchange, and offering a sound and improving investment.

**MESSRS. GREEN & SON** are instructed to SELL by AUCTION, at the MART, Tokenhouse-yard, on FRIDAY, MAY 27, at ONE for TWO, the valuable long LEASEHOLD PROPERTIES, known as Nos. 102 and 104, Queen Victoria-street, having a splendid frontage thereto of 35 ft. 6 in., a frontage of 39 ft. 6 in. to Knightrider-street, and a corner frontage of 15 ft. 10 in. The buildings are of modern construction, substantially built, and let as follows:

The Aberdeen Steam Navigation Company on a repairing lease, at per annum .....£290  
Andrew Handyside & Co., at per annum ..... 140  
Herbert Haynes & Co., at per annum ..... 100  
Mr. John Lea, at per annum ..... 125  
Held under a lease granted by the Metropolitan Board of Works for 80 years from 1872.  
Particulars, with plan, of Messrs. Marson & Son, Solicitors, 1, Southwark-bridge-road; and of Messrs. Green & Son, Auctioneers and Surveyors, 28 and 29, St. Swithun's-lane, E.C.

## THE

## NATIONAL PROVINCIAL TRUSTEES AND ASSETS CORPORATION, LIMITED,

Is prepared to act as TRUSTEE for DEBENTURE HOLDERS, and to receive proposals for LOANS, the PURCHASE of ASSETS and the ISSUE of SHARES in sound COMMERCIAL UNDERTAKINGS, or GUARANTEEING DEBENTURES and other SECURITIES.

G. A. COPE, Secretary.

Offices, 70, Queen-street, Chancery-lane, London, E.C.

## THE IMPERIAL INSURANCE COMPANY LIMITED. FIRE.

Established 1803.

1, Old Broad-street, E.C., and 29, Pall Mall, S.W.  
Subscribed Capital, £1,200,000; Paid-up, £200,000.  
Total Funds over £1,800,000.

E. COZENS SMITH,  
General Manager.

NINETEENTH CENTURY BUILDING SOCIETY,  
Adelaide-place, London Bridge, E.C.

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Shares £10, interest 5 per cent.  
Deposits received at 4 per cent.  
Withdrawals (shares or deposit) at short notice.  
Advances promptly made on freehold or leasehold property. Scale of repayments, legal and survey charges, very moderate. Prospectus free.  
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